

Subject: Re:
From: Your Friend (jkhxyz@yahoo.com)
To: pinkhamsj@yahoo.com;
Date: Wednesday, March 5, 2014 10:36 PM

Hey Pink,

Well, I'm not surprised, but any type of negative perception about me is not good. I most definitely did not get sent home early by the Client or SOC at anytime ever. Long story short.. I basically was a whistle-blower on a situation in which the COTR sent said individual home early and that didn't sit well with a few Client personnel which he was friends with. However, I had full support by my chain of command, the GRS Blue Badge site and country leads, and no report was filed on me and I was allowed back to return. I'm sure the situation put a negative cloud around me with SOC, but Billy told me not to worry and I have a clean slate.

Regardless, I plan on taking a while off and I've been doing some stateside work lately. Let me know what you find out, but I wouldn't want to deploy anytime soon.

On another note, Chad Byerly hit me up and was asking about crossing over to you guys. He was the K-9 for years in the Main AO and they just lost the contract. He's interested in going to the Secondary as Static so I passed him your info.

Late,

Plata

On Tuesday, March 4, 2014 4:21 PM, Stephen Pinkham <pinkhamsj@yahoo.com> wrote:

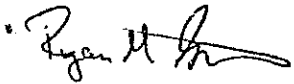
Hey man, I've got a little push back from the client about you. They haven't said no but there has been some emails from some haters. I got the low down on what what on but I just want to make sure that the client didn't force you to go home. If it was a SOC thing because of everything I really don't care and will talk to Brad about it.

Best regards,
Stephen J. Pinkham
pinkhamsj@yahoo.com
Cell (760) 419-5143
Skype stephen.pinkham

Memorandum for Record

Subject: John Keith Hebert – IC "Plata"

Around the time of May 2014 I, IC Bankhead, was a Site Supervisor at Site O. IC Plata had come onto contract earlier in the month and I was in need of more Self-Drive certified Cobra's. I sent IC Plata through the course and he had completed the class and AFAM. It was after the AFAM that I was notified through the current ASO (Pebbles) that IC Plata's driving privileges were revoked. We asked why and neither I nor the countries RC1 were told a reason why. During the month of IC Plata's performance at my site did I witness any reason as to make me question his performance or ability to perform this task.



Ryan M. Scott

IC Bankhead

Site O Supervisor

Item 10

The Guardian

Barack Obama on Friday criticises the CIA's past treatment of terror suspects, before the release of a widely-anticipated Senate report into the agency's covert programme

Obama admits CIA 'tortured some folks' but stands by Brennan over spying

President says US 'crossed a line' after 9/11 attacks

Obama supports CIA director under fire over Senate report

CIA admits spying on Senate staffers

Trevor Timm: Brennan lied, so fire him

Paul Lewis in Washington

Fri 1 Aug 2014 18.05 EDT

President Barack Obama on Friday starkly criticised the CIA's past treatment of terror suspects, saying he could understand why the agency rushed to use controversial interrogation techniques in the aftermath of 9/11 but conceding: "We tortured some folks."

In some of the most expansive and blunt remarks on the CIA's programme of rendition and detention he has made since coming to office, Obama said the country "crossed a line" as it struggled to react to the threat of further attacks by al-Qaida. However, he also said it was important "not to feel too sanctimonious", adding that he believed intelligence officials responsible for torturing detainees were working during a period of extraordinary stress and fear.

Obama's comments come on the eve of the release of a widely-anticipated Senate report that will criticise the CIA for brutally abusing terrorist suspects in its custody in a covert programme that, the report is expected to conclude, did not yield any life-saving intelligence.

Obama banned the use of torture - which the CIA prefers to call "enhanced interrogation techniques" - shortly after he took office in 2009; a promise to do so was part of his first presidential election campaign.

Friday was not the first time since he came to the White House that Obama has used the word "torture" to describe the CIA's methodology. In 2009, for example, he said he believed that "waterboarding", one of several controversial interrogation methods used by US intelligence agencies during George W Bush's administration, constituted torture, and that "whatever legal rationales were used, it was a mistake".

However his latest comments, made at a White House press conference, expanded on his thoughts about CIA tactics, which he said "any fair-minded person would believe were torture". US officials have historically avoided using the word "torture", because of its potential legal ramifications.

Item 10 Case 6:19-cv-00410-MJJ-CBW Document 1-2 Filed 03/25/19 Page 4 of 104 PageID #: 48
Obama also strongly defended the embattled director of the CIA, John Brennan, who on Thursday was forced to apologise to the Senate intelligence committee - which produced the soon-to-be declassified report - after conceding that personnel from his agency had spied on congressional staff who were conducting the inquiry.

Brennan's extraordinary apology, which followed outright denials that CIA employees had covertly monitored computers used by congressional staff, has resulted in calls for his resignation. The CIA inspector general, David Buckley, found that the agency's personnel had improperly monitored computers set aside by Senate staff, in a covert endeavour that has been widely described as spying.

"The CIA unconstitutionally spied on Congress by hacking into Senate intelligence committee computers," Senator Mark Udall, a Democrat from Colorado, said on Thursday, calling on Brennan to step down. "This grave misconduct is not only illegal but it violates the US constitution's requirement of separation of powers."

However, the president stood by his CIA director. "I have full confidence in John Brennan," Obama said.

While "some very poor judgment" was shown by the agency, Obama said, he added: "Keep in mind though that John Brennan was the person who called for the [inspector general] report and he's already stood-up a task force to ensure that lessons are learned and mistakes are resolved."

The row involving Brennan and the spying on congressional staff is the latest in a string of controversies involving the US intelligence community, including documents leaked by the NSA whistleblower Edward Snowden that revealed the director of national intelligence, James Clapper, had misled Congress.

Obama has been steadfastly supportive of the top echelons of the intelligence establishment, while occasionally criticising their methods. His remarks about torture conducted by the CIA were among his most candid to date.

While condemning the CIA's use of torture techniques, Obama voiced sympathy for the intelligence community, saying it was placed under incredible pressure in the aftermath of the 9/11 attacks.

"It is important for us not to feel too sanctimonious in retrospect about the tough job those folks had," he said. "A lot of those folks were working hard under enormous pressure and are real patriots."

Seeking to explain the context in which the CIA adopted its controversial programme, the president continued: "It is important, when we look back, to recall how afraid people were after the twin towers fell, and the Pentagon had been hit, and the plane in Pennsylvania had fallen and people did not know whether more attacks were imminent."

He added: "We did a whole lot of things that were right, but we tortured some folks. We did some things that were contrary to our values. I understand why it happened."



Director of national intelligence James Clapper, right, and CIA director John Brennan, left. Photograph: Carolyn Kaster/AP

Item 10

A declassified version of the CIA torture report is expected to be published in the coming days or weeks. All indications are that it will provide a damning indictment of the CIA's use of torture of terrorist suspects, arguing it was morally unjustified and did not yield particularly useful intelligence.

However the Senate's report, the result of years of investigation, reportedly stops short of using the word "torture" to describe the interrogation techniques used by the agency. Even some American media organisations ban or discourage use of the word.

On Friday, Obama showed no such reluctance. "When we engaged in some of these enhanced interrogation techniques - techniques that I believe, and I think any fair-minded person would believe were torture - we crossed a line," he said.

"That needs to be understood and accepted. We have to as a country take responsibility for that so hopefully we don't do it again in the future."

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Topics

- Obama administration
- Torture
- US constitution and civil liberties
- US politics
- Espionage
- Law (US)

TIME

U.S. Ends Its War in Afghanistan



U.S. Army General John Campbell salutes during a ceremony marking the end of the allied combat mission in Afghanistan at his headquarters in Kabul, Dec. 28, 2014. Shah Marai—AFP/Getty Images

BY MARK THOMPSON DECEMBER 28, 2014

The U.S.-led coalition in Afghanistan ended its combat mission Sunday, marking the formal—if not real—end to the longest war in American history.

American warplanes began bombing the country on Oct. 7, 2001, less than a month after the 9/11 attacks. Their goal was to drive the ruling Taliban from power, after they had given sanctuary inside the country to Osama bin Laden and al Qaeda, which had plotted the terror strikes.

That was accomplished on Nov. 13, 2001.

The U.S. and its allies have remained since then, trying to build up Afghan military and police forces sufficient to defend their country without outside help. Despite Sunday's bowing out, the U.S. will remain involved in Afghanistan's fight against the Taliban for years to come.

"In the wake of the Taliban's defeat in 2001, Afghanistan possessed no standing, professional security forces," Army General John Campbell, chief of the International Security Assistance Force, said. "Over the course of a decade, our Afghan partners and we have built a highly capable Afghan army and police force of over 350,000 personnel."

Sunday marked the formal handoff to that largely U.S.-trained Afghan military. "The road before us remains challenging, but we will triumph," Campbell told a small gathering at ISAF headquarters.

"For more than 13 years, ever since nearly 3,000 innocent lives were taken from us on 9/11, our nation has been at war in Afghanistan," President Obama said in a statement. "Now, thanks to the extraordinary sacrifices of our men and women in uniform, our combat mission in Afghanistan is ending, and the longest war in American history is coming to a responsible conclusion."

The new, slimmed-down allied mission, Campbell said, will be called Operation Resolute Support. Back in Washington, the Pentagon said its piece of the new mission will be called Operation Freedom's Sentinel.

"We will work with our allies and partners as part of NATO's Resolute Support mission to continue training, advising, and assisting Afghan security forces," outgoing Defense Secretary Chuck Hagel said. "And we will continue our counterterrorism mission against the remnants of al Qaeda to ensure that Afghanistan is never again used to stage attacks against our homeland."

The number of U.S. troops in Afghanistan, which peaked at about 100,000 in 2010, will fall to 10,800 in January, aimed at helping the Afghan government hold on to power, even as Taliban units occupy territory increasingly close to the capital. Nearly 1 million U.S. troops pulled at least one tour in Afghanistan.

Yet during 2002 and 2003, the average number of U.S. troops in Afghanistan never topped 10,400. That means the U.S. forces left in country following the war will top the number fighting there during its first two years.

A total of 3,485 allied troops died in Afghanistan over the past 13 years, including 2,356 Americans. The war cost U.S. taxpayers, past, present and future, about \$1 trillion.

“We will never forget your sons and daughters who have died on our soil,” Afghan National Security Adviser Mohammad Hanif Atmar said at the flag-lowering ceremony Sunday. “They are now our sons and daughters.”

Contact us at editors@time.com.

Callsign:	Plata	Site: 1	BSO IC
Department:	XPG	Deployment Date:	Sept-26 to Jan-2
Supervisor:	Snackpack	Date of Review:	02 Jan 2015

Numerical Evaluation Scale Defined

1. Unsatisfactory – Consistently fails to meet job performance standards
2. Needs Improvement – Meets job performance standards from time to time but not consistently
3. Meets Standards – Meets job performance standards as expected, nothing more
4. Exceeds Standards – Exceeds job performance expectations, often performs above and beyond expected levels
5. Excellent – Consistently excels at all aspects of job performance

Evaluator Guidelines

Performance will be evaluated on a 1 to 5 sliding scale by entering an "X" in the appropriate box below. Written comments are required in the Overall Performance Section for evaluations of 1, 2, 4 and 5. Evaluations of 3 require no written comment as they speak for themselves. Evaluations of 1 or 5 are not to be taken lightly and require full written justification.

Performance Standards	Unsatisfactory 1	Needs Improvement 2	Meets Standards 3	Exceeds Standards 4	Excellent 5
Technical Knowledge <i>Level of IC Skills/knowledge relating to specific job duties.</i>				X	
Safety <i>Adheres to prescribed standards of safety when performing tasks.</i>			X		
Quality of Work <i>General qualities of work, output, with consideration give to accuracy and detail thoroughness.</i>				X	
Initiative <i>Self starting; proactive to achieve results beyond what is required.</i>			X		
Establish and maintains effective working relationships <i>Promotes teamwork with IC's, maintains positive working relationships in stressful environments.</i>			X		
Oral/Written Communication <i>The ability to communicate verbally and in written form in a clear and concise manner.</i>			X		

Cobra Performance Evaluation

Performance Standards	Unsatisfactory 1	Needs Improvement 2	Meets Standards 3	Exceeds Standards 4	Excellent 5
Dependability <i>IC is punctual, and can be relied on to perform all necessary duties.</i>			X		
Adaptability <i>Is able to readily perform under rapidly changing work environments. Adapts to changes in work priorities and task at hand.</i>			X		
Professionalism <i>Adheres to company and program policies, conducts themselves in a professional manner.</i>				X	
Supervisor' Recommendation for IC's Re-Tour	YES			NO	
	X				

Overall Performance Evaluation

- Technical Knowledge: IC Plata is an expert in security his vast knowledge is an asset to site 1.
- Safety:
- Quality of Work: IC Plata has volunteered as a mentor to new IC's to site 1.
- Initiative: Plata takes it upon his self when he see something that needs to be done he does it without being told
- Establish and maintains effective working relationships: IC Plata works well with all cobras and LGF always a positive attitude.
- Oral Written Communication:
- Dependability:
- Adaptability:
- Professionalism: IC Plata extended to assist with shortages during the holidays.

Cobra Performance Evaluation

Item 14

Callsigns:

IC: Plata Plata Date: 02 Jan 2015

C1/Site Supervisor: Snackpack Snackpack Date: 02 Jan 2015

Regional C1: Schrapnel Date: 02 Jan 2015

Regional C1's Comments/Recommendations:

XPG Director of Operations Comments/Recommendations:

Cobra Performance Evaluation

Callsign:	Plata	Site: 1	BSO IC (Base Security Office)
Department:	XPG	Deployment Date:	28 February 2015
Supervisor:	Snackpack	Date of Review:	5 June 2015

Numerical Evaluation Scale Defined

1. **Unsatisfactory** – Consistently fails to meet job performance standards
2. **Needs Improvement** – Meets job performance standards from time to time but not consistently
3. **Meets Standards** – Meets job performance standards as expected, nothing more
4. **Exceeds Standards** – Exceeds job performance expectations, often performs above and beyond expected levels
5. **Excellent** – Consistently excels at all aspects of job performance

Evaluator Guidelines

Performance will be evaluated on a 1 to 5 sliding scale by entering an "X" in the appropriate box below. Written comments are required in the Overall Performance Section for evaluations of 1, 2, 4 and 5. Evaluations of 3 require no written comment as they speak for themselves. Evaluations of 1 or 5 are not to be taken lightly and require full written justification.

Performance Standards	Unsatisfactory 1	Needs Improvement 2	Meets Standards 3	Exceeds Standards 4	Excellent 5
Technical Knowledge <i>Level of IC Skills/knowledge relating to specific job duties.</i>			X		
Safety <i>Adheres to prescribed standards of safety when performing tasks.</i>			X		
Quality of Work <i>General qualities of work, output, with consideration give to accuracy and detail thoroughness.</i>			X		
Initiative <i>Self starting; proactive to achieve results beyond what is required.</i>				X	
Establish and maintains effective working relationships <i>Promotes teamwork with IC's, maintains positive working relationships in stressful environments.</i>			X		
Oral/Written Communication <i>The ability to communicate</i>			X		

Cobra Performance Evaluation

<i>verbally and in written form in a clear and concise manner.</i>					
Performance Standards	Unsatisfactory	Needs Improvement	Meets Standards	Exceeds Standards	Excellent
	1	2	3	4	5
Dependability <i>IC is punctual, and can be relied on to perform all necessary duties.</i>				X	
Adaptability <i>Is able to readily perform under rapidly changing work environments. Adapts to changes in work priorities and task at hand.</i>			X		
Professionalism <i>Adheres to company and program policies, conducts themselves in a professional manner.</i>				X	
Supervisor' Recommendation for IC's Re-Tour	YES			NO	
	X				

Overall Performance Evaluation

- Technical Knowledge:
- Safety:
- Quality of Work:
- Initiative: IC Plata- On the early morning of 06 March 2015 during the initial discovery that a fire had erupted in the Main client building, he took the initiative to locate Cobras within the barracks dispatching them to possible areas needed to support the efforts in securing the building maintain security of Site One. He also utilized security cameras to assist Team Leader in his SitRep of the situation.
- Establish and maintains effective working relationships:
- Oral Written Communication:
- Dependability: While assisting as ATL on Alpha Shift, IC Plata could always be counted on to follow SOP's and make sound decisions. He was a positive asset to the TL on weekly and monthly maintenance of the Itemizer's.
- Adaptability:
- Professionalism: IC Plata extended his trip in order to help maintain Boots on ground at Site 1.

Cobra Performance Evaluation

Item 16

Callsigns:

IC: P. Lata Date: 4 June 15
C1/Site Supervisor: Drabpeck Date: 4 June 15
Regional C1: _____ Date: _____

Regional C1's Comments/Recommendations:

XPG Director of Operations Comments/Recommendations:

Subject: Re: Noodler
From: PJD0321@comcast.net (PJD0321@comcast.net)
To: jkhxyz@yahoo.com;
Date: Monday, August 17, 2015 4:22 PM

Hey Brother

Attached is a statement. If you do not have to use it, I would prefer you don't. I don't want to sound like a pussy, but you know how the game is played. If this gets ugly, I am going to get hammered by the company and client. But I won't stand by and see a good brother get fucked. Hope this shit get cleaned up.

Paul

From: jkhxyz@yahoo.com
To: PJD0321@comcast.net
Sent: Saturday, August 15, 2015 12:16:25 PM
Subject: Re: Noodler

Hey, can you write me a statement when you were my TL and I was kicked off of that security post and not allowed in that building and the reason they gave you. Feel free to include that the base phones and computers are located in there if you wish..

Sent from my iPhone

On Aug 15, 2015, at 8:15 PM, PJD0321@comcast.net wrote:

Hey brother

Doing a comm check. We miss ya over here. Hope the shit is getting fixed.

Paul

Noodler

Attachments

- Plata.doc (20.00KB)

18 August 2015

From 20 March 2015 – 28 May 2015 I was in the position of Team Leader. During this period, Keith was an important part of our Team. Keith was well liked and respected by everyone on our shift. When I took over as Team Leader, Keith immediately advised me of a prior issue he had with a Client personnel. He stated he hoped there would be no problems and the issue had been resolved. On approximately 27 April 2015 I was instructed that because the individual he had an issue with worked in the same location as one of our security post, Keith could no longer Stand that post. Because of Keith's outstanding work ethic and respect he was given from the rest of the team, they worked around it, so as Keith could stay at the site and on our shift. At this point we assumed the problem was fixed and everyone was professional enough to carry on with business. I might add, the location of the Post was also where the public phones and computers were located.

Respectfully

PAUL DETWILER







Suicide Attack in Kabul Kills at Least 7: Official

[World](#) | [Agence France-Presse](#) | Updated: March 25, 2015 21:14 IST

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Kabul: A suicide attacker killed at least seven people after detonating a car bomb near a district police headquarters in the centre of the Afghan capital Kabul today, officials said.

The powerful blast came in Muradkhani district, close to the presidential palace, the defence ministry and the ministry of finance.

The attack breaks the recent lull in the Afghan capital. The last suicide attack in Kabul came on February 26, when a Taliban suicide car bomber targeted a Turkish diplomatic vehicle belonging to NATO, killing two people.

"The initial reports from Kabul hospitals show seven killed and 22 wounded including women and children," Sayed Kabir Amiri, the head of hospitals in the capital, told AFP.

Interior ministry spokesman Sediq Sediqqi confirmed the death toll and said 36 people, including women and children, were wounded.

He said all those killed and wounded were civilians adding that the attack involved a "car full of explosives that detonated near Police District 2 headquarters".

President Ashraf Ghani condemned the attack in a statement, calling it "inhuman and un-Islamic".

Kabul police chief Abdul Rahman Rahimi said the target of the attack appeared to be civilians.

Witnesses described the damage wrought by the blast. "It was a very powerful explosion. All the window panes of the shops around our area are broken. It was during rush hour, the city was very crowded." Mostafa, a government employee in the area, told AFP.

There was no immediate claim of responsibility for the attack, but suicide bombers are a common weapon of the Taliban in their 13-year-long war to topple the US-backed Afghan government.

The explosion comes hours after Taliban told AFP that US President Barack Obama's decision to slow US troop withdrawal from Afghanistan would hamper peace efforts in the country and they would continue their fighting.

Obama on Tuesday reversed plans to withdraw around 5,000 US troops from Afghanistan this year, an overture to the country's new reform-minded leader, President Ashraf Ghani.

Hosting Ghani at the White House for their first presidential head-to-head, Obama agreed to keep the current level of 9,800 US troops in Afghanistan until the end of 2015.

"Obama's announcement to continue to keep troops in Afghanistan is a response to the peace efforts," Taliban spokesman Zabihullah Mujahid told AFP.

"This damages all the prospects for peace. This means the war will go on until they are defeated," he said.

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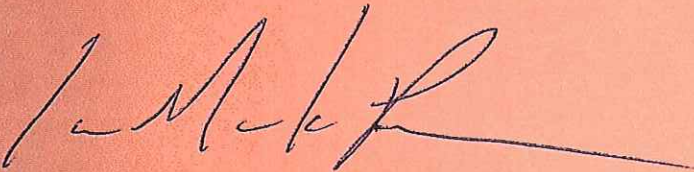
Item 21

Memorandum for Record

12 AUG 2015

Subject: John Keith Hebert – C/S "Plata"

On 12 Aug 2015 Plata was removed from Site 1 and sent to Site 0, this was due to Harassment from a client personnel C/S "Schroder". The incident stemmed from Plata being a whistle blower in Iraq when he was an RC1 and Schroder was in a leadership role. Plata has voiced concern about the harassment and felt that it created a hostile work environment since he had to "hide out" from Schroder. At no time have I observed or have others told me they observed Plata do anything unprofessional. Plata more than once expressed his concern that he might lose his security clearance over the harassment from Schroder. Plata was and is a vital member of the Cobra Security element here at Site 1 and this harassment only serves to weaken the security. The statement is true to the best of my knowledge and I have neither intent nor motive to deceive or misrepresent the facts as I know them to be true.

A handwritten signature in black ink, appearing to read 'Ian M. Pearson', with a long horizontal stroke extending to the right.

Ian M. Pearson

C/S "Bryant"

Alpha Shift Team Leader



NEWS AUG 7 2015, 9:13 AM ET

Afghanistan Violence: Deadly Truck Bomb Leaves Crater in Heart of Kabul

by FAZUL RAHIM

KABUL, Afghanistan — A truck bomb exploded near an army compound in the Afghan capital Friday, killing at least 10 civilians and wounding 400, police and health officials said.

The explosion shook the heavily-populated center of Kabul, carving a hole more than 33 feet deep, and destroying buildings and cars, a witness told Reuters.



Afghan security forces and residents stand near the crater from a powerful truck bomb in Kabul on Friday. WAKIL KOHSAR / AFP via Getty Images

Some 50 homes were damaged by the blast, which also injured around 400 — most of them hurt by flying glass, according to Wahidullah Mayar, a spokesman for the country's health ministry. The death toll was likely to rise as rescue workers sifted through the remains of homes, he added.

The attack was the biggest biggest truck bombing Kabul has ever experienced, Kabul Police Chief Gen. Abdul Rahman Rahimi told Radio Free Europe, and shocked even residents who've survived decades of war and violence.

"Around midnight as we were sleeping I suddenly felt a huge boom that I even cannot describe," shop-owner Hamidullah told NBC News. The 32-year-old said he lost consciousness for a few minutes and does not even remember leaving the building.

His neighbor Mahmood Wasiq, a government employee, said he was watching a video of his younger brother's wedding when he heard the enormous explosion and the room went dark.

"It was total chaos, some of the family had managed to find the door and get out to the courtyard, but my wife was lying unconscious near the door and my six-year-old son was also covered in blood lying near the window," the 44-year-old father-of-seven said.



Afghans gather at the site of a truck bomb attack in Kabul, Afghanistan, on Friday. Rahmat Gul / AP

"I have lived through all wars here and have seen a lot of bombs and explosions, but have never seen anything like this. I am still in shock," he added.

The attack "shows a complete disregard for human life," the U.S. Embassy said in a statement. "Our thoughts and prayers are with the victims and their families at this time."

The United Nations Assistance Mission in Afghanistan (UNAMA) also condemned the attack, and called for "the immediate ban of weapons which kill and maim indiscriminately, and to cease attacks in civilian-populated areas."

Nobody claimed responsibility for the blast, although Taliban militants have been stepping up attacks on the country's capital as foreign troops draw down sharply.



INDEPENDENT CONTRACTOR SERVICE AGREEMENT

LEF.007 (Rev.3)

This document is UNCONTROLLED in printed form

Date printed: 10/29/2014

THIS Independent Contractor Service Agreement ("Agreement") is entered into as of Jun 5, 2015, 20__ ("Effective Date") between XPG LLC ("the Company"), a Delaware limited liability company and John Keith Hebert, ("Contractor") an independent contractor residing at 317 Big Horn View Street, North Las Vegas, NV 89003, USA. For purposes of this Agreement, the Company and Contractor may be collectively referred to as the "Parties" or individually referred to as a "Party."

RECITALS

WHEREAS, the Company provides security, protective, training, logistic and air services in the United States and foreign nations (the "Business"); and

WHEREAS, Contractor is experienced in providing certain of the services utilized in the Business;

WHEREAS, the Company desires to engage Contractor to support or provide certain of the services used in the Business and Contractor desires to provide those services to the Company as an independent contractor;

WHEREAS, the Company's Services will involve assignment in dangerous locations around the world, including war zones and areas involving armed conflict, and the Company will rely on Contractor's expertise, independent judgment and flexibility;

WHEREAS, because of the sensitivity of the Business, and the potential for risk of injury or loss of life, applicable international norms and the requirements of government clients, it is essential that certain uniform policies and procedures be followed by all contractors providing Services on behalf of the Company;

WHEREAS, as a result of this Agreement, Contractor will be provided with proprietary information of the Company and its Affiliates, which if disclosed to its competitors or others, will irreparably damage the Company's business;

WHEREAS, Contractor's assignments will expose Contractor to the Company's Confidential Information (as defined herein) as well as Confidential Information and Sensitive Information (as defined herein) of Customers of the Company, including information related to matters of internal corporate security, national security and antiterrorism, which, if disclosed, will endanger the safety of Contractor, other Contractors and Customers of the Company; and

WHEREAS, but for the covenants, representations, waivers, releases and other terms contained in this Agreement, the Company would not engage the services of Contractor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above recitals are incorporated in this Agreement, and the Parties agree to the following terms and conditions:

1. DEFINITIONS.

- 1.1 "Affiliate" or Affiliates," with respect to any given entity, means any person, partnership, corporation, limited liability company, trust, joint venture, member or other entity or association, that controls, is controlled by, or is under common control of that given entity, its shareholders, successors, or assigns and any and all of their affiliates and shareholders, members or managers. As used in this definition, the term "control" means: (a) with respect to a corporation, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation; and (b) with respect to any person, partnership, limited liability company, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity, including through one or more intermediaries.

- 1.2 "Commencement Date" means the date Contractor begins providing Services in connection with an Engagement, it being specifically understood that there may be a gap in time between the Effective Date and Commencement Date Of between Deployments.
- 1.3 "Confidential Information" means any and all information exchanged between Contractor and the Company, Contractor and Customer, or Customer and the Company that is confidential in nature and that concerns or relates to the business affairs of the Company, Customer, or their Affiliates, including but not limited to the following types of information: names, addresses, billing information, and requirements of any of the Company's or Customer's employees, clients, other independent contractors, contractors, or suppliers contracting with the Company or Customer; information regarding estimating and pricing systems, internal price controls, and the net worth, assets, liabilities, holdings, or present or future investments of the Company or its Affiliates; proprietary methods and technologies of the Company, Customer or their Affiliates; information designated "Confidential" or similar designation by the Company or Customer (by oral means, in writing or otherwise), including without limitation reports, technical documents, maps, plans, recommendations, estimates, equipment, performance reports, subscriber lists, pricing information, studies, findings, inventions, ideas, drawings, specifications, parts lists, technical data, data bases, software in any form, flow charts, other business and technical information, course and training outlines, programs and manuals (such training outlines, programs and manuals collectively being "Course Materials"); and this Agreement, its schedules, terms and conditions whether in written, electronic or oral form.
- Confidential Information shall not include information that: (a) is contained in printed publications currently available to the public; (b) is disclosed in printed publications that become generally available to the public other than as a result of a disclosure by Contractor in violation of this Agreement; or (c) Contractor can establish, by written documentation, was in the Contractor's possession prior to the time of disclosure to Contractor by the Company or Customer.
- 1.4 "Customer" means any and all individuals, entities, corporations, federal, state and local government entities and foreign government entities enter into a contract with, Of otherwise engage, the Company, including all such persons or entities that have current contracts with the Company.
- 1.5 "Deployment" means the period specified on Schedule A, which period begins on the Commencement Date and ends on the date that Contractor departs the Duty Station at the conclusion of providing Services.
- 1.6 "Duty Station" means such geographic place of performance as designated by the Company or Customer from time to time, as well as the surrounding region. Contractor acknowledges that the Duty Station where Contractor may be required to perform services pursuant to this Agreement may change at the discretion of the Company and that Contractor's performance at these alternate locations is a condition of this Agreement.
- 1.7 "Effective Date" means the date noted on page one of this Agreement, or, if no date is inserted, the last date on which the Parties executed this Agreement.
- 1.8 "Engagement" means a contract between the Company and a Customer.
- 1.9 "Host Country" means the country in which the Services are provided if outside of the United States.
- 1.10 "Point of Origin" means the city with an airport serviced by commercial airline carriers that is closest to Contractor's address as listed in the Company's records.
- 1.11 "Sensitive Information" means any unclassified information that is not publicly known or publicly available, concerning: (a) the Company or any of its Affiliates, Customers, officers, directors, agents, contractors, or suppliers, (b) the performance of Services, (c) any other information obtained or created by Contractor during the course of performance of this Agreement.

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- 1.12 "Services" means all services provided by Contractor in support of an Engagement, which services shall be provided in accordance with this Agreement and any other applicable law, regulation, Use of Force policy, or Rules of Engagement policy. Services include, but are not limited to, the following activities: (a) providing armed static security services to safeguard personnel, equipment and property; (b) acting as a bodyguard or close protective agent; (c) performing administrative, logistic, maintenance and other security-related duties requested by the Company or Customer in support of the Engagement; and (d) training and travel in connection with prospective Deployments.
- 1.13 "USG" means the United States Government, including any agency, department, division, component, command, or instrumentality thereof.
- 1.14 "R&R" means rest and relaxation.
2. INDEPENDENT CONTRACTOR RELATIONSHIP. Contractor acknowledges that the Contractor is solely an independent contractor for all purposes, except that, with regard to any Deployment in support of an Engagement funded by USG, including any and all training, preparation, travel and other services performed in furtherance of such Deployment, wherever they may occur, the Company shall be a "statutory employer" of Contractor for purposes of Defense Base Act coverage, and the Company shall have exclusive and plenary control over all aspects of the Deployment and Contractor's performance there under, and Contractor shall be deemed to be "engaged in employment" for purposes of Defense Base Act coverage. Nothing in this Agreement shall be deemed to constitute the Company, Contractor or Customer as an agent, representative, partner, or joint venture or employee of the other(s) for any purpose other than Defense Base Act coverage as outlined above. Contractor is not entitled to any employee benefits from the Company, including worker's compensation, life insurance, long- or short-term disability, health and dental coverage, participation in the Company's 401k plan or any other benefits. Contractor may practice Contractor's profession for others, during any period when Contractor is not providing Services, so long as Contractor does not violate the Restrictive Covenants in this Agreement. Contractor shall comply with all applicable flow-down provisions from the Company's contract(s) with Customers and USG, including, without limitation, applicable rules and regulations regarding a Drug-Free Workplace, Affirmative Action and Equal Opportunity Employment.
3. WORK TO BE PERFORMED. Contractor will provide Services pursuant to this Agreement, reporting to a Duty Station supervisor as may be designated by the Company or Customer. Contractor shall provide Services using the independent good judgment expected of an expert in the field, in keeping with the policies of the Company and/or the Customer, and applicable international, foreign, federal, state, and local laws and regulations. The specific Services to be performed on a day-to-day basis during a Deployment will be subject to the control or oversight of the head of Contractor's Duty Station. Engagement-specific information regarding Contractor's Services is contained in attached Schedule A, which is incorporated by reference into this Agreement.
4. TERMS OF PAYMENT. The Company shall pay Contractor in accordance with the terms and conditions in Schedule A.
5. EXPENSES. The Company shall not be liable to Contractor for any expenses paid or incurred by Contractor, except for travel expenses relating to pre- and post-Deployment movement between Contractor's Point of Origin and Duty Station. All travel expenses under this Agreement are considered taxable income and will appear on the Contractor's Form 1099. The Company agrees to provide transportation, to include lodging, per diem and economy-class air transportation where applicable, to and from a Duty Station or between Duty Stations.
6. MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS. Where contractual requirements with Customer so require, the Company shall supply Contractor with certain arms and equipment. Otherwise, Contractor shall supply at its own expense any additional materials, supplies, equipment and tools Contractor requires to provide the Services.
7. TAXES. Contractor hereby agrees that Contractor is solely responsible for the payment of all taxes (including federal, state or foreign income taxes and self-employment taxes), fees, and payments of any nature whatsoever due to any tax authority of any country, state, province or locality incurred by reason of Contractor's acceptance of compensation and provision of Services under this Agreement. The Company will timely issue an IRS Form

1099 to Contractor reporting Contractor's compensation. Contractor acknowledges that it is Contractor's responsibility to retain all travel expense receipts for tax purposes. The Company has the right to examine such receipts for the purposes of verifying invoices.

8. WORKER'S COMPENSATION.

8.1 Defense Base Act. For Deployments where Defense Base Act ("DBA") coverage is required for every individual working under the prime contract or any subcontract, the Company will obtain DBA coverage for Contractor unless Contractor provides documented proof of DBA coverage in full force and effect for the Deployment.

8.2 Worker's Compensation. For Deployments in support of commercial or foreign-government Engagements, including overseas and domestic Deployments, Contractor shall provide the Company with documented proof of existing worker's compensation coverage or equivalent insurance before providing any Services and shall annually provide such proof during the Term of this Agreement.

9. **WORK / ROTATION SCHEDULE.** The workweek shall commence at 0001 hours (local) Monday and end at 2400 hours (local) the following Sunday. Work or duty hours will be scheduled, or altered, at the sole discretion of the head of Contractor's Duty Station, but Contractor will be prepared to provide Services seven days per week while on Deployment. It is currently contemplated that Contractor will be deployed on a rotating basis, for the number of days specified in Schedule A, excluding any travel, R&R and training days. Contractor agrees that Contractor is entitled to compensation only for each day of Services actually provided and that Contractor shall not be entitled to receive compensation for any time period in which no Services were provided. In the event the Company elects to terminate this Agreement, Contractor agrees that Contractor shall only be paid for actual days of Service.
10. **GOVERNMENT FACILITIES ABROAD.** Contractor agrees to be personally liable for any charges or fees incurred by Contractor at facilities operated by a Customer or USG (which may or may not be made available to the Company at the discretion of the Customer or USG).
11. **DRUG TESTING.** Contractor hereby agrees that it is a condition of providing Services that Contractor refrain from using drugs on and off duty. For purposes of assuring compliance with this Section, Contractor consents to be tested on request of the Company for, among other things, any of the following substances: (a) alcohol; (b) amphetamines; (c) barbiturates; (d) benzodiazepines; (e) cannabinoids; (f) cocaine; (g) phencyclidine (PCP); (h) methaqualone; (i) opiates; (j) synthetic narcotics including without limitation methadone and propoxyphene; (k) anabolic steroids and agents. The Company reserves the right to test Contractor for any and all illegal substances.
12. **COMPANY ASSETS/WORK FOR HIRE.** Contractor agrees that all business assets, tangible or intangible, of the Company that Contractor uses, deals with or develops shall remain the exclusive property of the Company and in no event shall Contractor acquire any interest therein or right to use same without the express written permission of the Company. On receiving express permission of the Company to use Company assets, Contractor agrees to use such assets solely in furtherance of providing Services in the scope of the Engagement. Contractor agrees that upon termination of any Deployment or at such time as Contractor ceases providing Services under this Agreement, Contractor shall promptly return to the Company all documents, forms, contracts, lists, maps, completed work or work in progress relating to the affairs of the Company or Customer, as well as any personal property of the Company or Customer in Contractor's possession, control or responsibility. All supplies, maps, charts, records, financial records, Customer information, equipment and furnishing shall remain the property of the Company. Contractor further acknowledges that the Company shall have exclusive, unlimited ownership rights to all works, materials, information and deliverables developed or prepared for the Company in connection with this Agreement. All of the foregoing shall be deemed to be work made for hire and made in the course of providing the Services hereunder and shall belong exclusively to the Company, with the Company having the sole right to obtain, hold and renew, in its own name and/or for its own benefit, patents, copyrights, registrations and/or other appropriate protection, to the maximum extent permitted by law. To the extent that exclusive title and/or ownership rights may not originally vest in the Company as contemplated hereunder, Contractor hereby irrevocably assigns, transfers and conveys to the Company all right, title and interest therein. Contractor shall give the Company all reasonable assistance and execute all documents necessary to assist and/or enable the

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Company to perfect, preserve, register and/or record its rights in any such work, materials, information and/or deliverables.

13. **LIMITS ON AUTHORITY.** Unless the Company has given Contractor its express written consent, Contractor has no actual, apparent, or implied authority to: (a) pledge the credit of the Company, its Affiliates, or any person under contract with the Company; (b) bind the Company, its Affiliates under any contract, agreement, note, mortgage or otherwise; (c) release or discharge any debt due to the Company or its Affiliates or to compromise any disputes on the Company's behalf; (d) sell, mortgage, transfer or otherwise dispose of assets of the Company or its Affiliates.

14. CONDUCT OF CONTRACTOR

- 14.1 *Direction and Oversight.* In performing the Services, the Contractor will administratively report to the head of Contractor's Duty Station or, as required from time to time by the Company, to specified representatives of the Customer or the Company.
- 14.2 *Laws and Regulations.* Contractor shall be aware of and obey all USG and Host Country laws, all USG and Host Country regulations, and all USG orders, directives, instructions, and policies applicable to Contractor. Contractor shall be aware of and obey all applicable USG treaties and conventions, including but not limited to the Hague Conventions, Geneva Conventions, international agreements, international human rights protocols, and customary international law (including the Law of Armed Conflict). To the extent not previously covered, Contractor shall comply with all laws and regulations of any country of which Contractor is a citizen or resident.
- 14.3. *Rules On The Use of Force.* The Contractor has been briefed on any applicable rules of the use of force ("RUF") (as signed by the Contractor and retained by the Company's Customer upon execution by Contractor) and has reviewed and understands such rules and regulations pertaining to the use of force. Contractor's Services shall conform to the applicable RUF, including any modifications thereof that may occur from time-to-time at the direction of the customer. Contractor shall comply with all laws, regulations, policies, and orders restricting authority to carry firearms.
- 14.4. *General Order Number 1.* To the extent the Services are provided in support of and accompanying a U.S. force deployed overseas, the Contractor is subject to and shall comply with General Orders Number 1, as applicable and as modified from time to time, including without limitation, any prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures. The Contractor may be ordered by the senior military commander of the battle space to be removed from secure military installations or the theater of operations for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractor shall immediately comply with any such order by such senior military commander.
- 14.5 *Jurisdiction.* Contractor performing in the USCENTCOM Area of Operations ("AOR") may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) ("MEJA"), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al.) ("UCMJ"), and the laws of the Host Nation. Contractor may also be subject to the laws of his/her home country while performing in the USCENTCOM AOR. Contractor status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements. Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.
- 14.5.1 *Serious Offenses.* Contractor acknowledges that the Company is under an obligation to take any and all reasonable and necessary measures to secure the presence of an employee suspected

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of a serious felony offense and must not knowingly facilitate the departure of the Contractor from the Host Country if the Contractor is suspected of a serious felony offense or violating the Rules on the Use of Force without approval from the senior U.S. commander in the country. Contractor agrees not take any action inconsistent with such obligations of the Company.

- 14.6 *Deployment Handbook.* In providing Services, Contractor agrees to comply with all policies in the Company Deployment Handbook or other applicable policies and procedures of the Company or the Customer, and any and all subsequent modifications and amendments thereof.

15. CONTRACTOR ACKNOWLEDGMENT, RELEASE AND WAIVER.

NOTICE: IN THIS SECTION, CONTRACTOR IS PERMANENTLY GIVING UP CERTAIN RIGHTS AND REMEDIES, ON HIS OR HER OWN BEHALF AND, IN THE EVENT OF DEATH, ON BEHALF OF ANY SURVIVING SPOUSE, HEIRS, ADMINISTRATORS, ESTATE, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS. IF CONTRACTOR HAS ANY QUESTIONS OR CONCERN, CONTRACTOR SHOULD CONSULT AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

CONTRACTOR'S INITIALS: JK

- 15.1 *Acknowledgment of Danger and Assumption of Risk.* Contractor understands and acknowledges that the Duty Station is volatile, hostile and extremely dangerous and that continuing government, military, terrorist and/or insurgency operations are ongoing in the region. In spite of the ultra-hazardous nature of the Duty Station and of the Services to be provided hereunder, Contractor hereby expressly and voluntarily agrees to assume any and all risks of personal injury including, without limitation, death or disability relating to Contractor providing Services pursuant to this Agreement. Contractor understands and acknowledges that by voluntarily agreeing to participate in the Engagement, he or she is voluntarily, expressly and irrevocably assuming any and all known and unknown, anticipated and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to Contractor, to Contractor's property, or to third parties, whether or not such injury or death is caused by other independent contractors to the Company, known or unknown domestic or foreign citizens or terrorists, or U.S. government employees or otherwise. The risks include, among other things and without limitation, Contractor being shot, permanently maimed and/or killed by a firearm or munitions, falling aircraft or helicopters, sniper fire, landmine, artillery fire, rocket propelled grenade, truck or car bomb, earthquake, hurricane, sandstorm, flooding, tornado or other natural disaster, poisoning, civil uprising, terrorist activity, hand to hand combat, disease, poisoning, etc., being killed or maimed while a passenger in a helicopter or fixed-wing aircraft, suffering hearing loss, eye injury or loss; inhalation or contact with biological or chemical contaminants (whether airborne or not) and or flying debris, etc. Contractor fully appreciates the dangers and voluntarily assumes these risks as well as any other risks in any way (whether directly or indirectly) connected to this Agreement or the Engagement. Contractor hereby expressly agrees that the fees that Contractor receives pursuant to this Agreement, and without additional benefits that may be provided to Contractor, are full and fair consideration for Contractor's covenants hereunder.

- 15.2 *Release and Waiver.* Except as otherwise expressly provided herein, Contractor, on behalf of Contractor and Contractor's spouse, dependents, heirs, administrators, estate, personal representatives, successors and assigns (collectively referred to as "Contractor's Group"), hereby releases and forever discharges the Company, its Affiliates, and all of their agents, owners, shareholders, officers, members, managers, employees, directors, subcontractors, affiliates and representatives, successors and assigns (collectively referred to as "Releasees") from any and all claims, judgments, awards, actions and causes of action that may be asserted now or in the future by Contractor or Contractor's Group for any liability whatsoever for accident, injury (including without limitation, death or disability), losses, loss of consortium, expenses, loss of income and other damages based upon or in any way arising from or related to Contractor's performance of Services pursuant to this Agreement, any training of Contractor, any travel by Contractor to or from a Duty Station and while at the Duty Station, including, without limitation, loss of life, loss or damage to property, irrespective of where (or by whom) such accident, injury, loss of life, loss or damage to property occurs, whether as a result of negligence, gross negligence, omissions or failure to guard or warn against dangerous conditions, use, structure or activity, or any other cause, arising from or related to

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this Agreement, Contractor's participation in the Engagement or any other activity on or off of Releasees' premises or Contractor's use of the Company, Customer or USG's equipment and facilities even if such injury was caused in whole or in part by the negligence, including gross negligence, of Releasees. Contractor acknowledges that if Contractor is hurt or Contractor's property is damaged while providing Services, training or traveling in connection with this Agreement, Contractor and Contractor's Group are bound by this Release and Waiver. Contractor, on behalf of Contractor and Contractor's Group, waives the right to maintain any action, claim, demand or counterclaim against the Company or its Affiliates with respect to any claim released pursuant to this Agreement, including but not limited to this Section 15.2.

15.3 DBA Exclusivity. Contractor, on behalf of Contractor and Contractor's Group, agrees that, if the Company obtains DBA coverage for Contractor pursuant to Section 8.1, the Company is the "statutory employer" under the DBA and that the remedies and benefits provided by the United States Department of Labor (DOL) shall be the sole and exclusive remedies in place of all other liability of the Company or any Releasee. In addition to the foregoing exclusive liability, acceptance of any DBA benefits whatsoever shall be an election of DBA compensation as the sole remedy of Contractor and Contractor's Group for any injury or death. To the extent an action is brought on behalf of Contractor or Contractor's Group, regardless of what is alleged, Contractor, on behalf of Contractor and Contractor's Group, hereby knowingly, voluntarily, and intentionally waives the right to any venue other than such appropriate district court of the United States that shall have original and exclusive jurisdiction over any claims for loss of property, personal injury, or death arising out of, relating to, in connection with or resulting from Contractor's performance of a contract for which insurance is required under the DBA or resulting from any Deployment for which insurance is required under the DBA and wherein the Company is a "statutory employer" as provided under Paragraph 2.0 of this Agreement.

15.4 Covenant Not to Sue. Contractor, on behalf of Contractor and Contractor's Group, hereby knowingly, voluntarily, and intentionally agrees and covenants not to file, prosecute, bring, maintain, assert or in any way proceed on any claim, suit, civil action, complaint, arbitration, administrative action or proceeding of any kind (including as a counterclaim, offset or defense) in any municipal, state, territorial, provincial, national or federal court, tribunal, agency or other forum of any kind wherever located against Releasees with respect to, or relating to or in connection with any of the occurrences, events, transactions, damages, injuries, claims, causes of action and other matters arising from, relating to or released in any way pursuant to or in connection with this Agreement.

15.5 Liquidated Damages. The Parties expressly agree that in the event of Contractor's death or injury based on or in any way arising from or relating to Contractor's performance of Services or pursuant to this Agreement, even if such injury was caused in whole or in part by the negligence or gross negligence of Releasees, Contractor and Contractor's Group²s shall only be entitled to liquidated damages in the amount of the insurance benefits provided pursuant to Defense Base Act insurance and that such liquidated damages shall constitute Contractor and Contractor's Group's exclusive remedy for damages against Releasees. Contractor agrees that if Contractor is hurt or killed during Contractor's performance of Services pursuant to this Agreement, during training or the transportation of Contractor to or from a Duty Station, Contractor's and Contractor Group's sole remedy is against the third-party insurance company providing Defense Base Act coverage and Contractor and Contractor's Group has no recourse whatsoever against Releasees.

15.6 Survival. The provisions of this Section shall survive termination of this Agreement.

16. INDEMNIFICATION. Contractor hereby agrees to indemnify and hold harmless the Company, its Affiliates, shareholders, officers, directors, contractors, agents, representatives, successors and assigns from any and all claims, judgments, awards, actions, causes of action, liabilities, asserted by anyone for damages, debts, costs, expenses, attorney fees, obligations and liabilities relating to or in any way arising from the following:

16.1 Contractor's failure to pay taxes required under any law or as set forth in this Agreement;

16.2 Contractor's use of facilities or equipment owned and operated by the Company or its Affiliates, Customers or USG;

16.3 Contractor's violation of Sections 12, 13, 14, or 19 hereof;

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- 16.4 Contractor's breach of any Restrictive Covenants set forth herein;
- 16.5 Contractor's breach of any of Contractor's representations and warranties in this Agreement;
- 16.6 Any other liability for which Contractor has agreed herein to hold harmless the Company;
- 16.7 Contractor's violation of the applicable rules on the use of force; and
- 16.8 Contractor's breach of any term of this Agreement.

Indemnification procedures are identified in the attached Schedule B, which is incorporated by reference into this Agreement. Contractor's indemnification obligations shall survive termination of this Agreement.

17. CONTRACTOR REPRESENTATIONS AND WARRANTIES. To induce the Company into entering this Agreement, Contractor hereby represents and warrants as follows:

- 17.1 Contractor is in good health and is physically capable of performing Contractor's obligations under this Agreement. Contractor agrees that this Agreement is contingent on Contractor remaining in good physical and mental health in order to fully perform obligations under this Agreement.
- 17.2 If the Services provided by Contractor require that Contractor be an aircraft pilot, Contractor is licensed by the U.S. Federal Aviation Administration with a Commercial Pilot Certificate or higher, in the category of aircraft that Contractor may be required to operate; and that Contractor's medical certificate and license are both current and active as described by Federal Aviation Regulations and no legal, administrative or other proceedings that may affect Contractor's ability to perform Services are pending or contemplated.
- 17.3 Contractor has not been convicted or has otherwise disclosed in writing to the company any conviction by pleading guilty or otherwise of any felony offense. Contractor has never been charged or convicted of a domestic crime of any kind, whether a misdemeanor or a felony.
- 17.4 There is no other reason that would prevent Contractor from fully performing Contractor's obligations pursuant to this Agreement.
- 17.5 Contractor hereby agrees to comply with any and all applicable Federal, State, international and local laws and regulations, and shall require all agents and representatives that Contractor retains in connection with the Services or this Agreement to do likewise. Any failure to effect compliance shall be a breach of this Agreement. Contractor hereby certifies that no consideration will be paid to any third party in an attempt to obtain a contract or in any way that would violate the U.S. Foreign Corrupt Practices Act ("FCPA"). Contractor shall provide Services in accordance with all applicable laws and regulations governing the award of contracts including, without limitation, U.S. Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), the Arms Export Control Act ("AECA"); the Export Administration Act ("EAA"); the Antiboycott Regulations and Guidelines issued under the Export Administration Act; Section 999 of the Internal Revenue Code (Antiboycott Regulations), and the FCPA. By signing this Agreement, Contractor warrants that Contractor has reviewed and understands Contractor's obligations under the FCPA.
- 17.6 Contractor: (a) is not a USG official, USG employee or active armed services member, political party official, candidate for political office, or an officer, director, employee or an "affiliate" (as defined in regulations under the Securities Exchange Act of 1934) of a Customer; and (b) as of the Effective Date and during the Term, no government official is or will become associated with, will own or presently owns a direct or indirect interest, has or will have any legal or beneficial interest in this Agreement.
- 17.7 Contractor has not been convicted of or pleaded guilty to any offense involving fraud, dishonesty, corruption, or moral turpitude and is not now, nor has been listed by any government agency for any country or any multilateral organization or quasi-governmental agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs. For purposes

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of this Section, a withholding of adjudication or entry into pre-trial diversion program shall be considered a plea of guilty.

- 17.8 Contractor has not engaged the services of any broker, agent, employment agency or other individual entity which will or is entitled to claim any commissions, fees or other amounts in connection or in any way relating to this Agreement or Services hereunder. Contractor shall defend, indemnify and hold the Company harmless from any and all fees, commission claims, causes of action, attorney fees, obligations or liabilities of any agent, broker or employment agency in any way relating to Contractor's execution or performance of this Agreement.

18. RESTRICTIVE COVENANTS.

- 18.1 *Duties Regarding Confidential Information.* During the Term of this Agreement, and for a period of five (5) years thereafter, Contractor shall not (a) directly or indirectly divulge, publish, disclose or communicate any Confidential Information to any person, firm, or entity, except as part of Contractor's duties under this Agreement, (b) use, or cause to be used, any Confidential Information except for the benefit and on behalf of the Company, or (c) appropriate any Confidential Information for Contractor's personal benefit or the benefit of a third party, whether or not the Contractor receives remuneration. If Contractor has any uncertainty as to his or her obligations regarding Confidential Information, including whether an item is Confidential Information, Contractor shall contact the Company counsel prior to disclosing that item to another person. Contractor agrees that this Agreement is intended to protect and to include without limitation information, documents and programs constituting trade secrets under any applicable statutes. At the request of the Company, Contractor agrees to immediately surrender and deliver to the Company all tangible forms of Confidential Information, trade secrets, documents, papers, and other records or property which Contractor may then possess or have access. Any secrecy agreements signed by Contractor in connection with Service for a USG Customer, including Form 312 Non-Disclosure Agreement, are incorporated by reference into this Agreement.
- 18.2 *Duties Regarding Sensitive Information.* While providing Services, Contractor will be exposed to highly sensitive information, disclosure of which could cause irreparable harm, including increased risk of attack, to the Company, its Affiliates, Customers, officers, directors, agents, contractors, and/or suppliers. During the Term of this Agreement, and for a period of ten (10) years thereafter, Contractor will not, without the express written permission of the Company: (a) copy, download, videotape, photograph, summarize, or otherwise record in any medium, any Sensitive Information except as required expressly for the performance of Services; (b) remove any Sensitive Information from the Duty Station or the Company's premises except as expressly required for the performance of Services; (c) disclose any Sensitive Information to any third party except as expressly required for the performance of Services; (d) use or disclose any Sensitive Information to prepare or assist in any preparation of any books, articles, interviews, television or motion picture production, or any other public creations, in any medium. On termination or expiration of this Agreement, Contractor shall promptly return to the Company or shall destroy all Sensitive Information obtained in connection with performance of this Agreement. If Contractor has any uncertainty as to Contractor's obligations regarding Sensitive Information, including whether an item is Sensitive Information, Contractor shall contact the Company counsel prior to disclosing that item to another person.
- 18.3 *Non-Solicitation and Non-Competition Restrictions.* Contractor agrees that the nature of the Business is such that Customers and prospective customers from around the world are present at the Company's training facilities and other places of business, and that the Company provides its services at locations around the world. Contractor agrees that the nature of the Services are such as will bring Contractor into personal contact with Customers and prospective customers and enable Contractor to acquire Confidential Information regarding the nature and character of the Company's Business as well as Sensitive Information. As a result of acquiring or being exposed to such special knowledge of the Company's Business and its Customers and prospective customers, Contractor agrees to the following restrictions on his or her activity during the Term of this Agreement and for twelve (12) months after its expiration or termination (the "Restricted Period"), which Contractor acknowledges and agrees is a reasonable period:

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- a. During the Restricted Period, Contractor shall not solicit, call on, contact, sell to, or endeavor to perform Services for any entity that was a Customer of the Company during the time period Contractor provided Services to the Company.
- b. During the Restricted Period, Contractor shall not own, manage, operate, control, participate in, or be connected in any manner with the ownership, management, operation, or control of any business that provides Services to any entity that was a Customer of the Company during the time period Contractor provided Services to the Company.
- c. During the Restricted Period, Contractor shall not own, manage, operate, control, participate in, or be connected in any manner with any business that provides Services within 25 miles of any location where Contractor provided Services.
- d. During the Restricted Period, Contractor shall not induce or attempt to induce any employee or contractor of the Company or its Affiliates to end their business relationship with the Company or the Affiliate, or in any way interfere with the relationship between the Company or its Affiliates and any employee or contractor thereof.
- e. During the Restricted Period, Contractor shall not hire, employ, or engage any individuals who were independent contractors or employees of the Company or its Affiliates during the time period Contractor provided Services to the Company, nor contract with them for Services.

These restrictions shall apply whether Contractor acts directly or indirectly, as consultant, advisor, sole-proprietor, contractor, independent contractor, partner, stockholder, owner, member, principal, agent, servant, or otherwise. If Contractor seeks to enter into a business or employment relationship with any entity providing Services or services similar to the Business, Contractor shall inform that entity of the existence of this Non-Solicitation and Non-Competition Restriction. Nothing in this section shall prevent Contractor from owning less than two percent (2%) of the voting stock of any publicly held corporation.

Notwithstanding the provisions contained in this Agreement, the Company may, under certain circumstances (e.g., the Contractor has completed training but the Company, through no fault of the Contractor, has no requirement for the services of the Contractor), consider a reasonable request by the Contractor to waive these restrictions. Such decision shall be in writing and shall be in the Company's sole discretion.

- 18.4 *No Compensation Required.* The Restrictive Covenants set forth in this Agreement shall apply whether or not Contractor receives compensation or consideration for the acts or omissions that would violate the terms of this Agreement. Additionally, the Restrictive Covenants on the part of Contractor set forth in this Section 18 shall be, and hereby are, deemed independent covenants of this Agreement that shall expressly survive termination of this Agreement or a determination that other provisions of this Agreement are invalid or unenforceable, or that the Company has breached the Agreement.
- 18.5 *Contractor Acknowledgment.* Contractor agrees that: (a) this Agreement and the Restrictive Covenants herein are necessary to protect the legitimate business interests of the Company and are intended to be construed and enforceable as valid restraints pursuant to any applicable law; (b) the scope of this Agreement and its restrictions are reasonable in time, scope and geography; (c) Contractor does not have any intention of competing with the Company, soliciting Customers, employees or contractors or disclosing Confidential Information or Sensitive Information as prohibited herein; (d) Contractor represents that on termination of this Agreement, Contractor's experience and capabilities are such that Contractor can obtain reasonable employment commensurate with Contractor's education, training, and experience that will not violate this Agreement; and (e) compliance with the restrictions of this Section is of a unique nature and of extraordinary value and of such a character that a breach hereof by Contractor will result in irreparable damage to the Company for which the Company will not have any adequate remedy at law.
- 18.6 *Adjustment.* If any provision of this Agreement is determined by any tribunal to be invalid or unenforceable, it shall in no way affect any other provision of this Agreement, the application of such provision in other circumstances, or the validity or enforceability of this Agreement. The Parties intend

Item 24

this Agreement to be enforced as written. If any provision, or part thereof, is held to be unenforceable because of the duration or scope thereof, or the area covered thereby, the Parties agree that any tribunal making such determination shall have the power to reduce the duration and/or area or scope of such provision to the extent necessary for the provision to be enforceable. The existence of any cause of action of Contractor against the Company shall not constitute a defense to the Company's enforcement of these Restrictive Covenants.

- 18.7 *General Remedies.* Contractor hereby agrees that the Company shall be entitled to all equitable remedies, including, without limitation, specific performance and injunctive relief to enforce this Agreement and the Restrictive Covenants herein. Contractor hereby waives any proof that breach would cause irreparable injury to the Company or that there is no adequate remedy at law. Contractor further agrees that The Company's seeking such relief in a court of law or other tribunal shall not in any way waive its rights to Arbitration pursuant to Section 20.1 of this Agreement. Contractor consents, in the event of breach of this Section, to the granting of temporary or permanent injunction against Contractor by any tribunal or court of competent jurisdiction, prohibiting Contractor from violating any provision of this Agreement. In any proceeding for an injunction, and on any motion for a temporary or permanent injunction, the ability of Contractor to answer in damages will not be a bar nor be interposed as a defense to grant of injunction, and Contractor waives any requirement that the Company post a bond in connection with injunction.
- 18.8 *Liquidated Damages.* The Parties expressly agree that it is impractical and extremely difficult to fix actual damages that may result from Contractor's failure to comply with the Restrictive Covenants in this Agreement for one or more of the following reasons: (a) the difficulty of the Company preventing a breach by Contractor; (b) the difficulty of the Company calculating actual damages and loss of business resulting from a breach by Contractor; (c) the difficulty of ascertaining the impact of a breach on the Company's Customers and business; and (d) the difficulty that the Company may experience in obtaining timely injunctive relief. Therefore, the Parties expressly agree that if Contractor violates the Restrictive Covenants of this Agreement, then the Company shall be entitled to receive liquidated damages from Contractor and, within five (5) days of demand from the Company, Contractor shall pay the total sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) in liquidated damages. Contractor expressly acknowledges that said payment is not a penalty but is in fact a good faith attempt to fix damages that the Company will suffer due to breach of the Restrictive Covenants. The Parties also agree that this liquidated damages provision shall not restrict the Company's right to injunctive relief but shall be its exclusive remedy at law for damages.

19. TERM AND TERMINATION.

- 19.1 *Term.* The Term of this Agreement shall be for one (1) year from the Effective Date. The Agreement may be renewed for a one year period by performance or may be renewed by written instrument executed by the Parties. The Parties agree this Agreement is applicable to and governs the relationship between the Company and Contractor for multiple Deployments, and the Contractor need not re-execute this Agreement to be bound by its terms and conditions for all the Deployments or for each period that Contractor provides Services to the Company during the Term of this Agreement.

19.2 Termination by The Company.

- 19.2.1 The Company may terminate this Agreement and Contractor's Services hereunder at any time and without prior notice based on any of the following for the following breaches and conduct:

19.2.1.1 the willful and continued failure by Contractor to substantially perform the Services;

19.2.1.2 a violation of any applicable law or regulation governing the Contractor's provision of Services;

19.2.1.3 a breach by Contractor of any written policy of the Company;

19.2.1.4 any fraudulent, unlawful, grossly negligent, dishonest, or willful misconduct engaged in by the Contractor;

Item 24

19.2.1.5 the commission by Contractor of any felony crime involving moral turpitude or that impairs Contractor's ability to perform the Services; or

19.2.1.6 Contractor's unauthorized disclosure or use of Company's Confidential Information or Sensitive Information.

19.2.2 Except as stated in Section 19.2.1, Contractor acknowledges that the Company may terminate this Agreement and Contractor's Services hereunder at any time on seven (7) calendar days' notice (the end of which period shall be the "Termination Date"), for any other reason or no reason whatsoever.

19.3 *Termination by Contractor.* Contractor may terminate this Agreement only if the Company fails to pay Contractor any undisputed compensation. Before Contractor may terminate this Agreement, however, Contractor must provide the Company with written notice of such failure to pay, and the Company must fail to make payment of the undisputed amount within twenty (20) days of receiving written notice. Contractor agrees that, due to the nature of the Services provided and the resulting obligations of the Company to Customers, Contractor shall not have the right to terminate this Agreement without cause and Contractor hereby expressly waives the right to assert in any action or proceeding that this Agreement is lacks mutuality of obligation. In the event Contractor voluntarily (that is, not at the direction of the Company or Customer) refuses to fulfill a Deployment, in addition to any other remedies the company may have the Contractor shall have deducted from Contractor's final payment an amount equal to the cost of transportation to and from Area of Operation and the cost of any consumable materials and supplies provided by the Company. Should this amount exceed the compensation owed Contractor by the Company, if any, Contractor agrees to pay the difference in full with five (5) days of receipt of a written demand from the Company.

19.4 *Termination Does Not Affect Restrictive Covenants.* Termination of this Agreement by either Party shall not affect the validity or enforceability of the Restrictive Covenants herein.

19.5 *Compensation and Set-Off.* In the event this Agreement is terminated, Contractor shall be entitled to compensation only for Services provided through the Termination Date; however, if overseas at the time of termination, Contractor shall not be entitled to receive final compensation until after return to the Point of Hire. Contractor expressly agrees that the Company shall have the right to set-off and deduct from any salary and bonus otherwise due Contractor an amount equal to any indebtedness of the Contractor to the Company and any and all losses, damages, transportation costs, and advanced per diem, amounts pursuant to Sections 4, 5, 10, and 19.3 and any other costs, expenses, and attorneys' fees incurred by the Company as a result of any breach of this Agreement by Contractor.

20. MISCELLANEOUS PROVISIONS.


20.1 *Entire Agreement.* This Agreement and its schedules contain the entire agreement of the Parties on the subject matter hereof, and replace any prior verbal or written agreement(s) between the Company and Contractor in their entirety. This Agreement may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. As an inducement to enter into this Agreement, the Parties waive any right to assert in any proceeding that they were induced to enter into this Agreement by any promise, fact, occurrence, warranty, statement, contract, representation, or agreement (collectively "Representations") not expressly set forth in this Agreement and all such Representations are merged herein. Contractor represents and warrants that neither the Company nor anyone purporting to act on behalf of the Company has made any promise or representation of past, present or future fact or intent other than expressly contained in this Agreement to induce Contractor to enter into this Agreement and that Contractor has not relied on any such representation.

20.2 *Counterparts/Facsimile.* This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together constitute one and the same instrument. A photocopied, telefaxed or digitally scanned copy of this Agreement and all signatures thereon shall constitute an original for all purposes.

Item 24

- 20.3 *Construction of Agreement.* The Parties have read and negotiated all of the language used in this Agreement. The Parties agree that because all Parties and their counsel (to the extent Contractor elected to use counsel) participated in negotiating this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against any Party by reason of that Party's role in drafting or negotiating this Agreement.
- 20.4 *Severability.* If any provision of this Agreement is rendered inoperative or illegal by operation of law or otherwise, all other provisions contained herein shall remain in full force and effect, and in such cases the principle of severability shall govern.
- 20.5 *Arbitration/Law/Venue.* This Agreement and all disputes, controversies, acts and omissions relating to, arising from or in connection with the entry into this Agreement or its performance shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws rules; provided, however, to the extent that the Company provides DBA Insurance to Contractor and Contractor's Group, Contractor and Contractor's Group hereby agree that the remedies and benefits provided by the United States Department of Labor under the DBA shall be the sole and exclusive remedies in place of all other liability of the Company; provided, further, that to the extent an action is brought on behalf of Contractor or Contractor's Group, regardless of what is plead in any complaint or demand, Contractor waives the right to any venue other than the United States Department of Labor or a federal court with jurisdiction to review such matters. The parties to this Agreement (and all persons claiming by or through them) agree that any dispute, suit, action or proceeding relating to, arising out of, or with respect to, this Agreement or the subject matter thereof that cannot be resolved by negotiation or mediation within thirty (30) days will be resolved exclusively by binding confidential arbitration under the Commercial Rules (Expedited) of the American Arbitration Association (AAA) then in effect. Arbitration will take place in Washington, D.C. before a sole arbitrator to be selected in accordance with the AAA Rules. The arbitration shall commence upon service of a demand for arbitration in accordance with the AAA Rules. To ensure that the arbitration is conducted fairly, expeditiously and as a commercial alternative to litigation, any arbitrator appointed by the AAA in lieu of agreement by the parties shall not be a former judge and shall have at least fifteen (15) years experience in an area of law other than litigation. There shall be no discovery allowed in the arbitration, except that each party shall provide to the other five (5) days in advance of the hearing the written evidence upon which it intends to rely. The arbitration hearing shall be conducted within thirty (30) days of the appointment of the arbitrator, who shall be appointed only if he/she agrees to conduct such hearing within thirty (30) days and to issue a reasoned award within seven (7) days of the conclusion of the hearing. The arbitration hearing shall last no longer than one (1) day. If either party fails or refuses to pay its share of any fee due to or advance requested by the AAA or the arbitrator, a default award shall be rendered against such party for the relief requested by the other party. The award shall include an award in favor of the prevailing party of actual costs and attorneys' fees, including filing and arbitration fees. Orders to require arbitration, in aid of arbitral jurisdiction, or for interim measures, and to enforce any arbitral award, may be entered in any United States District Court having jurisdiction thereof, including costs and attorneys' fees incurred in enforcing such award. Proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this Agreement, except for an action in aid of arbitral jurisdiction. Each party hereby waives any right to seek removal of any dispute to the state or federal courts, except as provided in this Agreement. Contractor and the Company agree that this Agreement relates to international commerce and, as such, is governed by the New York Convention and the Federal Arbitration Act.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS ARBITRATION PROVISION SHALL NOT APPLY TO ANY CLAIM UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 OR ANY TORT RELATED TO OR ARISING OUT OF SEXUAL ASSAULT OR HARASSMENT, INCLUDING ASSAULT AND BATTERY, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, FALSE IMPRISONMENT, OR NEGLIGENT HIRING, SUPERVISION, OR RETENTION.

CONTRACTOR'S INITIALS: 
jh

Item 24

- 20.6 *Waiver of Jury Trial.* THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE); THIS WAIVER BEING A MATERIAL INDUCEMENT FOR THE COMPANY TO ENTER INTO THIS AGREEMENT.

CONTRACTOR'S INITIALS: jh

- 20.7 *Legal Expenses.* In the event the Company is required to take action against Contractor to enforce this Agreement, or to arbitrate or defend an action brought by Contractor, the Company shall be reimbursed by Contractor for such costs as may be incurred in such action, including any appeal therefrom, including reasonable attorneys' fees, costs and other fees.

- 20.8 *Time.* For all purposes of this Agreement time is of essence.

- 20.9 *Headings.* The headings in this Agreement are for purposes of reference only and shall not affect its meaning or interpretation.

- 20.10 *Notices.* Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively a "Notice") shall be (a) in writing, and (b) addressed by the sender to the other Party at the address and in the manner set forth below:

If to the Company: XPG LLC
P.O. Box 1029
Moyock, NC 27958
Tel: 252-435-2488

With a Copy to: General Counsel
Academi LLC
P.O. Box 1029
Moyock, NC 27958
Tel: 252-435-2488

If to the Contractor: To such principal business or residential address as is on file with the Company.

Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of: (a) its actual receipt, if delivered personally or by courier service, (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), electronic mail, or facsimile transmission, or (c) on the third (3rd) day after the notice is postmarked for mailing by first-class, postage prepaid, certified or registered, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

- 20.11 *Disaster or Hostilities.* Contractor agrees that the Services performed at the Duty Station are essential to the Company's performance of the Engagement and despite the commencement or existence of a state of disaster, civil unrest or war, declared or undeclared Contractor agrees to perform assigned duties until released from such duties by the head of Contractor's Duty Station or their designated representative.
- 20.12 *Survival.* The provisions of Sections 1, 2, 5, 7, 8, 10, 11, 12, 13, 14.5.1, 15, 16, 17, 18, 19 and 20 (and all subsections thereof) of this Agreement shall survive termination or expiration of this Agreement.

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CONTRACTOR

XPG LLC

Signature: John Keith Hebert
John Keith Hebert (Jun 5, 2015)

By: Eric Heidtke

Print Name: John Keith Hebert

Print Name: Eric Heidtke

Address: 5917 Big Horn View Street, N. Las Vegas, NV 89031

Title: Director of XPG

Phone: 3238166184

Date: Jun 5, 2015

Date: Jun 5, 2015

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

INTERNATIONAL DEFENSE CORPORATION

Nevada Business Identification # NV20061282213

Expiration Date: September 30, 2015

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 4, 2014

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

Please Post in a Conspicuous Location

**You may verify this Nevada State Business License
online at www.nvsos.gov under the Nevada Business Search.**

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Messages

Mark Hardy...

Edit

Call

Contact Info

Text Message

Aug 12, 2015, 10:22 PM

Hey boss, Plata here..
Comms check..

Aug 13, 2015, 2:25 AM

Gotcha brother. Thanks for
hitting me up. I will keep
you informed of the
progress.

Aug 13, 2015, 9:09 AM

Thanks bro! Let's meet
again when you depart, I'm
here at the KAC..

Aug 13, 2015, 10:39 AM

Absolutely I'll see you



Text Message

Send

Item
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Messages

Mark Hardy...

Edit

Aug 13, 2015, 10:39 AM

Absolutely, I'll see you
before too long.

Nov 21, 2015, 12:03 AM

Plata! It's Marcus. I need
to know your status related
to the harassment issue
that you were subjected to
in site 2.

Nov 21, 2015, 1:54 AM

Hey Marcus.
I cancelled my next
deployment and reported
my urgent concern to the
IG.

Nov 21, 2015, 3:32 AM

Ok did your company fire



Text Message

Send

Hem
26

Messages

Mark Hardy...

Edit

Nov 21, 2015, 3:32 AM

Ok, did your company fire you? Did you cancel your deployment?

No, I'm still in good standing with XPG. I canceled my next deployment..

Ok, just making sure. I went to HR today, looks like they were never notified by anyone. I don't know what ever was done with her.

What did the IG say?



Text Message

Send

Messages

Mark Hardy...

Edit

Probably nothing was done with her just like the past 2 years!!
I contacted the IG last week and sent them my supporting docs. They first have to see if my urgent concern is credible..
..which it is..

If you need a witness, I will be here.

Nov 21, 2015, 3:46 AM

Thanks bro!!
I'm sure you will be getting contacted by them shortly..
I can Not let this keep hannening I will Stop this!!



Text Message

Send

Messages

Mark Hardy...

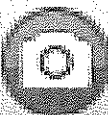
Edit

happening. I will Stop this!!

Good, I am here to help.
Will add insight if they
need it.

Dec 9, 2015, 5:37 AM

Hey Marcus, spoke with
the IG yesterday. They are
having the Dir give her and
her dept 60 days to reply
to my compliant.
My compliant is Big and
goes back 2 years! Will be
interesting to know their
defense since she had no
justification for all of her
actions against me..



Text Message

Send

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Messages

Mark Hardy...

Edit

And I will be a witness if you need it.

She has another case going against here now as well with some other people.

I hope the beat her ass for the stuff she has pulled.

Oh wow, timing is perfect! I agree and thanks, I'm going to need all the help I can get. Then again, from the sound of it maybe not..

I hope it goes well. Several of us that we're here are



Text Message

Send

Messages

Mark Hardy...

Edit

pulling for you and we will let them know what was happening if the ask for statements.

Awesome! This sucks bro because nothing ever happens to her, what they expect me to keep working under these same conditions?? And now I have to stop working and fight this.. WTF!!

I know, but I think you can come back as soon as this thing starts rolling because it is illegal to allow anyone to fuck with you now. She



Text Message

Send

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Messages

Mark Hardy...

Edit

will have enough problems without starting shit again. She won't escape this shot so easy. Are they pretty confident that they want to handle this?

Dec 9, 2015, 6:10 AM

It sounds like they are taking it seriously.. I'm very confident with my case against her and would never go this route unless I was.. Just sucks its gone this far..

I am happy you did pal.

Dec 9, 2015, 10:06 AM

How



Text Message

Send

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Messages

Mark Hardy...

Edit

Dec 9, 2015, 10:06 AM

Hey

Sorry, was texting home and was still on your contact. :-) have a good one bro.

Dec 9, 2015, 10:24 AM

Will do bro!!

Jan 16, 2016, 6:52 AM

I'm going after that ASO Tiger as well, he also violated my rights when he refused me to return to S-town for no reason when I was the TL there.. You remember that right??



Text Message

Send

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Messages

Mark Hardy...

Edit

Yeap

Thank you Sir! That happened right before all that stuff with her started.. I'm coming at these people as hard as I can!! These are serious war crimes!!

Jan 16, 2016, 7:20 AM

You were treated very poorly. What did the IG say about it?

The dept has about 30 more days to respond to the IG. No one has commented on it so I'm unsure. I'm not doing all



Text Message

Send

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Messages

Mark Hardy...

Edit

unsure. I'm not doing all that well mentally right now, but I'm not scared of them because I know I'm right..

After all of this is over, you're coming to Vegas for drinks!!

Jan 16, 2016, 7:33 AM

I'm doing this for me and All my brothers over there!! I'm going to need everyone to visit me after all this is over!! lol

Jan 16, 2016, 9:55 AM

I think you are right and doing the right thing. At



Text Message

Send

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Messages

Mark Hardy...

Edit

Jan 16, 2016, 9:55 AM

I think you are right and doing the right thing. At least you will know it won't happen again when you come back. Don't be so hard on yourself.

I'm not going back..
I'm injured with an illness that they helped create.. I will be going on disability because of their harassment. This is criminal bro!!

I have a civil rights injury against them..



Text Message

Send

Item
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Messages

Mark Hardy...

Edit

This is a severe crime and I will be pushing for prosecution!! There is a sub plot which I can't discuss..

Jan 16, 2016, 10:26 AM

Damn man, I certainly hope you get better. You were done wrong for sure.

Oh I'm having such a difficult time right now, but I have lots of fight in me..

I can't explain how much your support has helped me through the years, though we haven't spoke



Text Message

Send

Item
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Messages

Mark Hardy...

Edit

though we haven't spoke
much, knowing you had
my back has helped me in
ways you don't know..
Especially now!! Thanks
man!!

Jan 16, 2016, 1:22 PM

I am glad to hear that
support has helped. I know
this is hard for you, but try
not to let it wear you out.
You are in a good position,
just stay strong.

Roger that!!

Jan 19, 2016, 7:08 AM

Hey bro, by chance, do
you know anyone on your



Text Message

Send

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26

Messages

Mark Hardy...

Edit

Jan 19, 2016, 7:08 AM

Hey bro, by chance, do you know anyone on your staff, that you trust, that currently is in Vegas or will be in Vegas in the near future??

Jul 23, 2016, 5:19 PM

Hey bro, finally got my report from the IG.. They basically told me to go through EEO.. I will on Monday.. What a big waste of time!!

I also started an investigation in DOJ this week, I'm not giving up bro..



Text Message

Send

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Messages

Mark Hardy...

Edit

Aug 8, 2016, 2:52 PM

You keep your head up and don't let this thing beat you down. If you can, get back out and get on the job again, I know that loser is close to gone or is already out of there. I hope you are well and your doing fine pal.

Dec 19, 2016, 1:16 PM

Hey bro, since you are one of my witnesses that is Safe, I need to inform you of what is about to occur. I gave Congress a Total of 12 Complaints, one of which is against the Entire



Text Message

Send

Messages

Mark Hardy...

Edit

which is against the Entire Command and my Employer for War Crimes, and one of which is against the DOJ and the IG for Obstruction of Justice, and one of which is against the President for War Crimes, Obstruction of Justice, Treason, and Corruption. You need to take this Very Seriously and tell the Truth to the Grand Jury that the Special Prosecutor that Congress and the New DOJ is about to appoint me. I will put All of these people in prison for the



Text Message

Send

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Messages

Mark Hardy...

Edit

Justice, and one of which is against the President for War Crimes, Obstruction of Justice, Treason, and Corruption. You need to take this Very Seriously and tell the Truth to the Grand Jury that the Special Prosecutor that Congress and the New DOJ is about to appoint me. I will put All of these people in prison for the rest of their lives for doing this to me and for the simple fact that I Refuse to keep Suffering in a World of Defeat with No Justice!!



Text Message

Send

Item 27

Subject: Re: Still not sleeping or eating much..

From: Your Friend (jkhxyz@yahoo.com)

To: DittrichML@state.gov;

Date: Saturday, August 29, 2015 5:55 AM

Yes, it was very unsettling for me..

I had a better night shift last night and I did sleep well yesterday as I think working out did help some. Thanks and let me know next time you're around.

On Friday, August 28, 2015 3:20 PM, "Dittrich, Maria L" <DittrichML@state.gov> wrote:

Hi John, I am sorry this happened, it must have been really unsettling for you. I am glad that you bounced back. I will let you know when I am back at your location next week and we can see if we can talk if you'd like.

Dr. D

Maria L. Dittrich, PhD
Regional Medical Officer/Psychologist
US Embassy, Kabul
IVG:599-8434
Mobile: +93 (0) 704 241 332
From: Your Friend
Sent: Friday, 28 August 2015 08:57
To: Dittrich, Maria L
Reply To: Your Friend
Subject: Re: Still not sleeping or eating much..

Good morning Dr. D,

So I had a horrible shift last night. Yesterday around 1230 I was awoken abruptly when I heard someone's door slam. Upon waking up my heart rate increased very fast and I became very frighten thinking a staffer was trying to open my door and unload his mag in me. This lasted for about 5-10 seconds. I never reached for my weapon and no one was ever in danger of me. But it was very vivid and I have never been so scared like this. Crazy right?? I'm sure getting abruptly woken like that made something click in me which made me think of something bad. Regardless, this is very concerning and goes to show how really scared I am. I can feel me getting more worried and paranoid as time goes on and/or gets near for me to go home. It took

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me 1.5 hours to get back to sleep and I woke up with a migraine. I had a headache and felt weak on shift all night long. I just forced myself to go workout in hopes of exhausting myself so I can get a good sleep today. Eating now, going to meditate then hit the rack..

John

On Tuesday, August 25, 2015 1:33 PM, "Dittrich, Maria L" <DittrichML@state.gov> wrote:

Haha I am glad! Roger, got your message, will see you when you are back. Have a good time. I am glad that you are going.

Maria L. Dittrich, PhD
Regional Medical Officer/Psychologist
US Embassy, Kabul
IVG:599-8434
Mobile: +93 (0) 704 241 332
From: Your Friend
Sent: Wednesday, 26 August 2015 00:59
To: Dittrich, Maria L
Reply To: Your Friend
Subject: Re: Still not sleeping or eating much..

Yeah, you did scare me, but luckily I'm not scared of you.. ;)
I just read your message and I responded..

On Tuesday, August 25, 2015 1:14 PM, Your Friend
<jkhxyz@yahoo.com<<http://redirect.state.sbu/?url=mailto:jkhxyz@yahoo.com>>> wrote:

I leave for the range at 8:30, but I will ask the guys how long they will take.
I rather stay and chat so I will get out of it if they plan on getting back too late.
I will plan on being at the clinic at 10am and will email you back if that changes..

On Tuesday, August 25, 2015 12:11 PM, "Dittrich, Maria L"
<DittrichML@state.gov<<http://redirect.state.sbu/?url=mailto:DittrichML@state.gov>>> wrote:

I will be at your location tomorrow morning. Can we meet at 10am in the clinic?

RE: Cancellation of my next scheduled deployment

Monday, October 19, 2015 9:51 AM

From: "Audrey Peterson" <APeterson@xpgprograms.com>

To: "Your Friend" <jkhxyz@yahoo.com>

I will forward all paperwork to our Risk Dept and let you know the outcome of the claim.
Since DBA wasn't filed in country, I'm not sure what the proper procedure is now that you want to file a claim.

I'll advise as soon as I can

Thanks!

Audrey Peterson | Scheduler

Office: 252-435-1869 | Fax: 252-435-2100

From: Your Friend [mailto:jkhxyz@yahoo.com]

Sent: Thursday, October 08, 2015 8:59 AM

To: Audrey Peterson

Subject: Re: Cancellation of my next scheduled deployment

Hi Audrey,

Thanks for your kind words.

I would like to file for DBA for my current condition. Attached is my medical record from the Client Psychologist.

Thanks.

John Hebert

On Friday, October 2, 2015 6:10 AM, Audrey Peterson <APeterson@xpgprograms.com> wrote:

Hi Plata --

I'm extremely sorry that you are going through this.

I completely understand and I appreciate you letting me know so far in advance that you wanted to be taken off the schedule.

Please let us know if/when you would like to be placed back on the schedule.

I wish you luck in dealing with your situation and let us know if you need anything.

Krgds,
Audrey

Audrey Peterson | Scheduler

Office: 252-435-1869 | Fax: 252-435-2100

From: Your Friend [mailto:jkhxyz@yahoo.com]

Sent: Thursday, October 01, 2015 7:33 PM

To: Audrey Peterson

Subject: Cancellation of my next scheduled deployment

Hi Audrey,

I return home CONUS in a couple of days on 03 OCT 2015. It is with great sadness that I advise you and XPG's front office that I need to cancel my next deployment of 02 NOV 2015 – 29 JAN 2016. The reason for my cancellation is because I have been getting harassed by retaliatory management techniques from the Client's Upper Management of Country on every deployment for the past two "2" years since I was a whistleblower in the Main AO Theater on Friday, 23 AUG 2013, and continuing into the Secondary AO Theater on Monday, 10 AUG 2015.

I met with the Client Psychologist on a number of occasions and she advised me that it's in my best interest for my mental and physical health to cancel my next deployment or two and stay home for a while longer.

I'm looking at my options right now to include legal counsel and DBA and will advise you shortly in this matter.

Sincerely,

John Hebert (Plata)

NOTE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy or delete all copies of the message, including any attachments.

NOTE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy or delete all copies of the message, including any attachments.

Re: 5949 SF600

Friday, October 2, 2015 6:10 AM

From: "jkhxyz@yahoo.com" <jkhxyz@yahoo.com>

To: "Dittrich Maria L" <DittrichML@state.gov>

Thanks Dr. D for your help in this matter. I appreciate it.
Thanks!
John

Sent from my iPhone

On Oct 2, 2015, at 6:28 PM, "Dittrich, Maria L" <DittrichML@state.gov> wrote:

>
> Hi John,
>
> I hope this helps. You should be able to print it out there and do what you need to do. I did not mention the specific stressor, but rather the impact that it
has had in you.
>
> I wish you all the best.
>
> Dr. D
>
>
>
> -----
> Maria L. Dittrich, PhD
> Regional Medical Officer/Psychologist
> US Embassy, Kabul
> IVG:599-8434
> Mobile: +93 (0) 704 241 332
> From: Maria Dittrich <maria23@gwu.edu>
> Sent: Friday, 2 October 2015 18:24
> To: Dittrich, Maria L
> Reply To: maria23@gwu.edu
> Subject: 5949 SF600
>
>
>
>
>
> -----
> Maria L. Dittrich, Ph.D.
> REPLY TO: maria23@gwu.edu <<http://redirect.state.sbu/?url=mailto:maria23@gwu.edu>>
>
>
> <5949 SF600.jpeg>

CHRONOLOGICAL RECORD OF MEDICAL CARE

PRIVACY ACT STATEMENT: This information is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a). This information may be provided to appropriate Government agencies when relevant to civil, criminal or regulatory investigations or prosecutions. The Social Security Number, authorized by Public Law 93-579 Section 7 (b) and Executive Order 9397, is used as a unique identifier to distinguish between employees with the same names and birth dates and to ensure that each individual's record in the system is complete and accurate and the information is properly attributed.

DATE	SYMPTOMS, DIAGNOSIS, TREATMENT, TREATING ORGANIZATION (Sign each entry)
10/02/2015	Patient reported that he is not eating or sleeping well due to ongoing work-related stressors, that have been exacerbated by his time in country.
	Throughout the clinical sessions that occurred, his voice was shaky at times, and on occasion he became tearful while discussing these stressors. Continued exposure to this setting has led to a constant level of stress that has affected patient's ability to focus, concentrate, sleep, and control his emotional responses to innocuous stimuli. Provided suggestions regarding how to get more consistent sleep, and recommend that he receive further treatment after this tour. He should delay re-deploying to a war zone for several months while he can recover from this excessively stressful situation. It is my clinical opinion that if he returns to complete another deployment on the typical schedule (return in 45-60 days), he will be unable to adequately perform his duties due to this job-related stress illness. He should be treated and re-evaluated before deciding to return to duty.
	Dx: 300.00 Unspecified Anxiety Disorder

HOSPITAL OR MEDICAL FACILITY	STATUS	DEPARTMENT/SERVICE	RECORDS MAINTAINED AT
SPONSOR'S NAME	SOCIAL SECURITY/ID NUMBER	RELATIONSHIP TO SPONSOR	
PATIENT'S IDENTIFICATION: <i>(For typed or written entries, give: Name - last, first, middle; ID NUMBER or Social Security Number; Gender; Date of Birth; Rank/Grade.)</i>		REGISTER NUMBER	WARD NUMBER
HERBERT JOUNK			

HEBERT, JOHN K.
XXX-XX-5949

Maria L. D., PhD
Clinical Psychologist

2 October 2015

CHRONOLOGICAL RECORD OF MEDICAL CARE
Medical Record

STANDARD FORM 600 (REV 11/2010)
Prescribed by GSA/ICMR
FIRM (41 CFR) 201-9.202-1

Item 31

Re: Still not sleeping or eating much..

Thursday, October 1, 2015 9:49 PM

From: "Your Friend" <jkhxyz@yahoo.com>

To: "Dittrich Maria L" <DittrichML@state.gov>

Hi Dr. D,

Yes, that's fine if you write something out, scan it, then email it to me.

If you can please include the fact that I'm unable to perform my job duties due to the work related injury or illness and continue until released to full duty by doctor. That's the verbiage they need, but I'm sure you already know that.. lol :))

Thanks and crossing my fingers on the scanner.. I know the one in our BSO office there works if that helps..

John

On Thursday, October 1, 2015 10:40 PM, "Dittrich, Maria L" <DittrichML@state.gov> wrote:

Hi John,

I think the best I can do is to write something up and try to scan it if the clinic here has a scanner, then send it to you via email. You'll need to print it out and give it to your leadership there. I won't be able to get there today to give it to you in person.

If I can get that to work, does that sound OK? The other choice is to send a sealed envelope with someone heading over there tonight, and have them give the envelope to the right person. This would happen after you have already left. I'd need a call sign to write on the envelope.

I'm going to check out the scanner option and let you know what I find out.

Dr. D

Maria L. Dittrich, PhD
Regional Medical Officer/Psychologist
US Embassy, Kabul
IVG:599-8434
Mobile: +93 (0) 704 241 332
From: Your Friend
Sent: Thursday, 1 October 2015 17:39
To: Dittrich, Maria L
Reply To: Your Friend
Subject: Re: Still not sleeping or eating much..

Hi Dr. D,

I'm leaving country tomorrow and I want to thank you again for helping me with my issue. Your help has me wanting to seek further treatment while at home to help me continue to stay on the right path to recovery. Since my issue is a work related injury caused by the Client and it's in my best interest for my mental and physical health not to deploy for a few months and seek further treatment, can I get DBA coverage for like 6 months or so? This issue is also making me lose out on my wage compensation which DBA would compensate me meanwhile. If so, then I would need written documentation from you and give it to my leadership here before I leave to start the process. Please let me know.

Thanks!
John

On Wednesday, September 23, 2015 10:39 PM, "Dittrich, Maria L" <DittrichML@state.gov> wrote:

Perfect!

Item 31

Maria L. Dittrich, PhD
Regional Medical Officer/Psychologist
US Embassy, Kabul
IVG:599-8434
Mobile: +93 (0) 704 241 332
Original Message
From: jkhxyz@yahoo.com<<http://redirect.state.sbu/?url=mailto:jkxyz@yahoo.com>>
Sent: Thursday, 24 September 2015 09:23
To: Dittrich, Maria L
Subject: Re: Still not sleeping or eating much..

Yes, I will be there at 6, thanks Dr. D.
John

Sent from my iPhone

On Sep 24, 2015, at 8:05 AM, "Dittrich, Maria L" <DittrichML@state.gov<<http://redirect.state.sbu/?url=mailto:DittrichML@state.gov>>> wrote:

> Hey there John,
>
> So the plan is for me to arrive around 1pm today (Thu 25 Sept) and leave around 7pm. I have a conference call at 5pm but I can wrap it up by 6pm. Any chance we can meet in the clinic at 6pm?

> Dr. D

> -----
> Maria L. Dittrich, PhD
> Regional Medical Officer/Psychologist
> US Embassy, Kabul
> IVG:599-8434
> Mobile: +93 (0) 704 241 332
> From: Dittrich, Maria L
> Sent: Monday, 21 September 2015 06:06
> To: Your Friend
> Subject: Re: Still not sleeping or eating much..

> OK, sounds good, I'll see you Thursday. I'm glad I can help. Hang in there!

> Dr. D

> -----
> Maria L. Dittrich, PhD
> Regional Medical Officer/Psychologist
> US Embassy, Kabul
> IVG:599-8434
> Mobile: +93 (0) 704 241 332
>
> From: Your Friend
> Sent: Monday, 21 September 2015 02:43
> To: Dittrich, Maria L
> Reply To: Your Friend
> Subject: Re: Still not sleeping or eating much..

> Dr.D,

> Let's shoot for Thur 24 SEP when you pass through here again. I can last 4 more days, believe it or not your messages do help lift my spirits.
> Thanks.

> John

- > Maria L. Dittrich, PhD
- > Regional Medical Officer/Psychologist

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> Maria L. Dittrich, PhD

Patient: John Keith Hubert

Item 32

AUTHORIZED FOR LOCAL REPRODUCTION

MEDICAL RECORD

CONSULTATION SHEET

REQUEST

TO:

FROM: (Requesting physician or activity)

DATE OF REQUEST

U.S. Embassy Annex Kabul

5-21-14

REASON FOR REQUEST (Complaints and findings)

Patient stated he felt a "tear" in bicep after holding onto railing while walking down stairs. Presented with "bruising" from elbow to wrist. Sent to U.S. Mil Clinic for follow-up to 1/0 bleeding.
 → "tear" felt on 5-19-14

PROVISIONAL DIAGNOSIS

DOCTOR'S SIGNATURE

APPROVED

PLACE OF CONSULTATION

☐ BEDSIDE☐ ON CALL☐ ROUTINE
☐ 72 HOURS☐ TODAY
☐ EMERGENCY

CONSULTATION REPORT

RECORD REVIEWED

☐ YES ☐ NO

PATIENT EXAMINED

☐ YES ☐ NO

TELEMEDICINE

☐ YES ☐ NO

Evaluated at French Hospital c Orthopedic Surgeon. U/S showed a tear in muscle, Ø Bleeding. Recommendation given: MRI when returns home, Ø lifting weights or overuse of muscle. Full range of work activities and duties permitted. Report back to clinic if ↑ swelling or ↑ bruising.

(Continue on reverse side)

SIGNATURE AND TITLE

DATE

U.S. Embassy Annex Medical Officer

5-21-14

HOSPITAL OR MEDICAL FACILITY

RECORDS MAINTAINED AT

DEPARTMENT/SERVICE OF PATIENT

RELATION TO SPONSOR

SPONSOR'S NAME (Last, first, middle)

SPONSOR'S ID NUMBER (SSN or Other)

PATIENT'S IDENTIFICATION (For typed or written entries, give: Name -- last, first, middle; ID no. (SSN or other); Sex; Date of Birth; Rank/Grade)

REGISTER NO.

WARD NO.

CONSULTATION SHEET

Medical Record

STANDARD FORM 513 (REV. 4-98)
 Prescribed by GSA/ICMR FPMR (41 CFR) 101-11.203(b)(10)

EMERGENCY CARE AND TREATMENT (Medical Record)				TREATMENT FACILITY U.S. EMBASSY, KABUL, AFGHANISTAN		LOG NUMBER	
ARRIVAL				TRANSPORTATION TO HOSPITAL (Attach care enroute sheet)		CURRENT MEDS. (tetanus immunization and other data)	
DATE DAY MONTH YEAR 12 05 2015				TIME 0830		HISTORY OBTAINED FROM <input checked="" type="checkbox"/> PATIENT <input type="checkbox"/> OTHER (Specify)	
PATIENT'S HOME ADDRESS OR DUTY STATION (City, State and ZIP Code) U.S. Embassy, Kabul, Afghanistan				HOME TELE. NO. (Include area code)		ALLERGIES NKDA	
CHIEF COMPLAINT(S) (include symptom(s), duration) right posterior arm bruise and pain for 7 days				SEX MALE		AGE 42	
VITAL SIGNS				DESCRIBE (1) Subjective data (Pertinent History); (2) Objective data (Examination - include results of tests and x-rays; (3) Assessment (Diagnosis); (4) Plan (Treatment/Procedures - include medication given and follow-up)		POSSIBLE THIRD PARTY PAYER? <input type="checkbox"/> Yes <input type="checkbox"/> No	
TIME				BP		PULSE	
RESP.				TEMP.		WT. (Child)	
CATEGORY (See Page 2)				EMERGENCY		URGENT	
ORDERS				INITS.		TIME	
ASSESSMENT/DIAGNOSIS				History: Pt. states while pulling gate 5 closed on the 5th of May 2015, pt. states he felt pain and burning on the back side of his right arm. Pt. states he can still perform his duties and can use his weapon without difficulty. Pt. states he has full range of motion. No decreased muscle strength noted.		TIME SEEN BY PROVIDER Chris C. P. OMS/PA-C	
DISPOSITION (Check all that apply)				PMH: torn bicep muscle last year left.			
HOME				FULL DUTY			
QUARTERS				24 Hrs.		48 Hrs.	
MODIFIED DUTY UNTIL:				DAY		MONTH	
REFERRED TO (Indicate clinic)				EMERGENCY		TODAY	
72 HOURS				ROUTINE			
ADMIT. TO HOSP. UNIT/SERVICE				CONDITION UPON RELEASE		IMPROVED	
				UNCHANGED		DETERIORATED	
TIME OF RELEASE: 0830				(CONTINUE ON SF 507, IF NEEDED)			
PATIENT'S IDENTIFICATION (Mechanical imprint) FOR WRITTEN ENTRIES GIVE: Name - last, first, middle; SSN; DOB, service status, name and relation of sponsor or next of kin. (IMPORTANT: LIST FACILITY HOLDING TREATMENT RECORD).				SIGNATURE OF PROVIDER AND ID STAMP Chris C. Perez, PA-C		INSTRUCTIONS TO PATIENT (Include medications ordered, any limitations and follow-up plans) as above.	
NAME: John, Kieth Herbert							
US/Cont.							
DOB: 21 mar 1973							
SSN: 5949							

EMERGENCY CARE AND TREATMENT

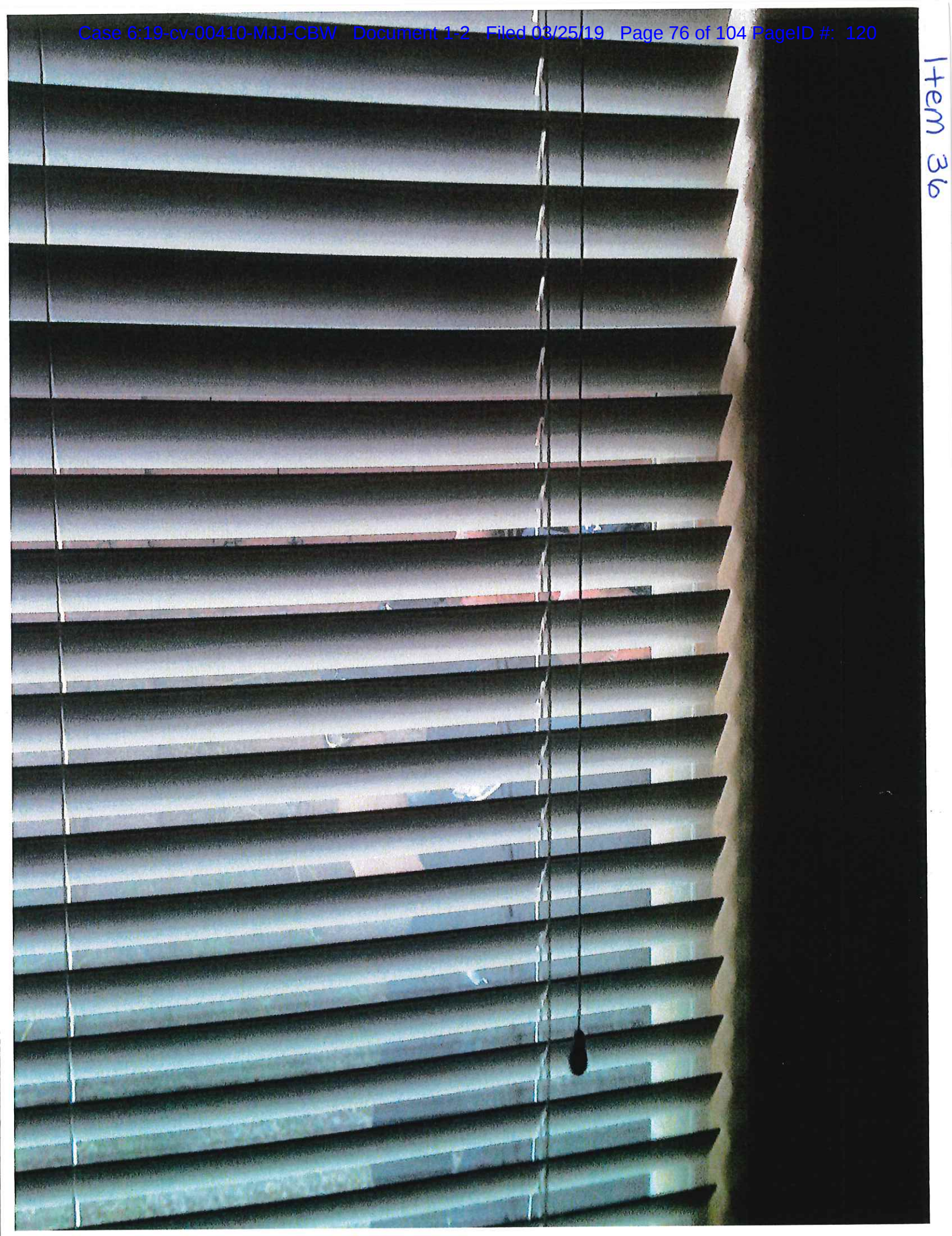
Medical Record Copy

STANDARD FORM 558 (REV. 6-82)
Prescribed by GSA and ICMR
FIRM (41 CFR) 201-45 505

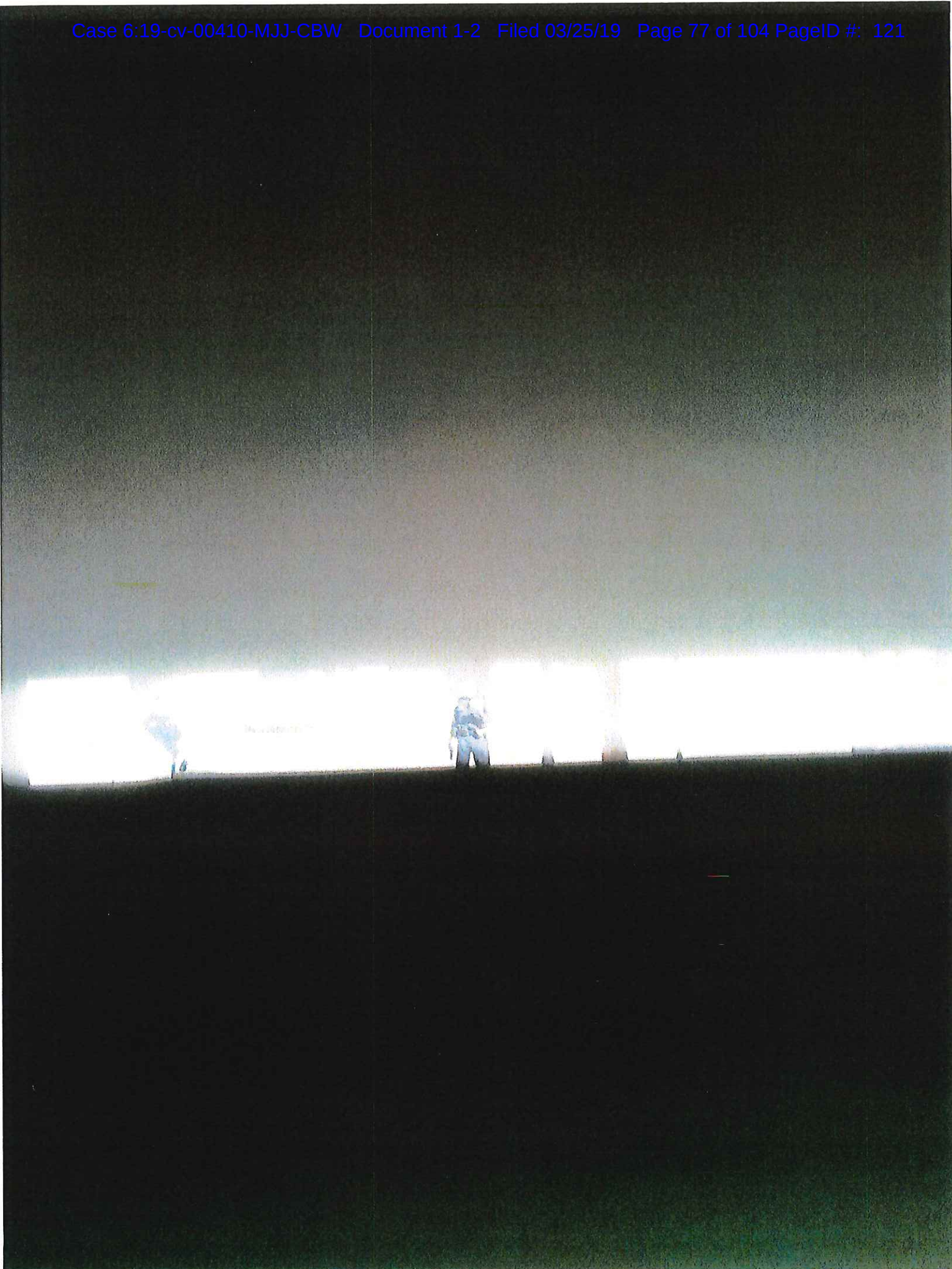
Item 35



Item 36



Item 37



U. S. Department of Labor

Office of Workers' Compensation Programs
 Division of Longshore and Harbor
 Workers' Compensation
 400 West Bay Street, Suite 63 A, Box 28
 Jacksonville, FL 32202



October 26, 2015

OWCP File: 13-303636

Injury Date: 10/02/2015

Employer Name: Constellis Group, Inc. / Triple Canopy

Inc.
 John Herbert
 5917 Big Horn View Street
 North Las Vegas, NV 89031

Dear John Herbert:

We received a report of the injury which you sustained on the above date while working for the stated employer, which may entitle you to benefits under the Longshore and Harbor Workers' Compensation Act or one of the Acts that extends its benefits to other employees. **Your case has been assigned to the San Francisco district office (phone number (415)625-7669).**

Medical Benefits	If you suffered an injury at work, your employer or its insurance company (noted above) should pay for the medical treatment required for your injury.
Disability	<p>If you lost more than three days from work and sustained wage loss, your employer or its insurance company should pay you compensation for that lost time.</p> <p>If you believe you have sustained a permanent disability or impairment as a result of your injury, you are advised to file a written claim on Form LS-203 within one year of the injury or one year from the date of last payment of compensation.</p>
Other Information About the Claims Process	<p>Visit our website to obtain comprehensive information about our program.</p> <p>In particular, the "Frequently Asked Questions" section of the website provides basic information pertaining to benefits you may be entitled to, which include the following: compensation for wage loss and/or permanent impairment, payment for reasonable and necessary medical treatment and vocational rehabilitation if you cannot return to your usual job. You can also find guidelines for calculation of your Average Weekly Wage (AWW) and important information concerning deadlines for filing a claim for benefits, as well as links to necessary forms.</p> <p>http://www.dol.gov/owcp/dlhwc/</p>
For Specific Information About Your Case	You should contact the San Francisco district office at the number provided above if you have a specific question about your case. Please have your case file number available.
To Submit Documentation to Our Office	<p>If you need to submit documentation related to your case file, you can mail the documents to our Central Mail Receipt site at the address at the top of this letter OR you electronically submit them to us through the Secure Electronic Access Portal (SEAPortal) for immediate receipt. Electronically uploaded documents will be entered directly into your case and received sooner by your claims examiner. You can access the SEAPortal from any internet browser at:</p> <p>seaportal.dol-esa.gov</p> <p>When you access the website, you will be asked to provide your case number, last name, date of birth and date of injury to upload a document. The SEAPortal will then provide you with a Tracking Number so that you can verify when OWCP has received your document.</p>

Item 38

Employee's Claim for Compensation

U.S. Department of Labor
Office of Workers' Compensation Programs

See Instructions On Reverse				OMB No. 1240-0014	
3. Name of person making claim (Type or print) First MI. Last Telephone No.			1. OWCP No. UNASSIGNED		
JOHN HEBERT			2. Carrier's No.		
5. Claimant's address (number, street, city, state, ZIP code) line1: 5917 BIG HORN VIEW ST line2:			4. Date of Injury CT: 03/2014-11/19/2015		
city: NORTH LAS VEGAS state: NV zip code: 89031 country: United States			6. Marital Status <input type="checkbox"/> Married <input checked="" type="checkbox"/> Single		
7. Sex <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	8. Date of Birth 03/21/1973	9. Social Security # (Required by law) 439-62-5949	9a. Nationality USA	10. Did injury cause loss of time beyond day or shift of accident? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11. Date and time of accident. (mm/dd/yyyy) (hh:mm am/pm)		11a. Did you stop work immediately? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12. Date and hour pay stopped? (mm/dd/yyyy) (hh:mm am/pm)	
13. Date and hour you returned to work (mm/dd/yyyy) (hh:mm am/pm)		14. Occupation (Job title: longshore worker, welder, etc.) PRIVATE SECURITY CONTRACTOR		15. Injured while doing regular work? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No," explain in Item 24)	
16. Wages or earnings when injured (Include overtime allowances, etc.) UNDER INVESTIGATION		a. Weekly	b. Total earnings during year immediately before injury. UNDER INVESTIGATION	17. Has 3rd party or other claim been made because of this injury? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
18. Number of years you worked for this employer 2	19. Number of days usually worked per week 7	20. Name of supervisor at time of accident? BULL			
21. Earliest date supervisor or employer knew of accident (mm/dd/yyyy)		22. Were you employed elsewhere during the week injured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If "Yes," state where and when on reverse.)			
23. Exact place where accident occurred (Street address, city, town, name of vessel, pier, terminal, etc.) AFGHANISTAN					
24. Describe in full how the accident occurred (Relate the events which resulted in the injury or occupational disease. Tell what the injured was doing at the time of the accident. Tell what happened and how it happened. Name any objects or substances involved and tell how they were involved. Give full details on all factors which led or contributed to the accident. If more space is needed, continue on reverse.) CLAIMANT DEVELOPED AN ANXIETY DISORDER WHILE WORKING OVERSEAS IN AFGHANISTAN.					
25. Nature of injury (name part of body affected - fractured left leg, bruised right thumb, etc. If there was a loss or loss of use of a part of the body, describe.)		PTSD			
26. Have you received medical attention for this injury? (if "Yes," give name and address of doctor, clinic, hospital, etc.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		27. Were you treated by a physician of your choice? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
28. Was such treatment provided by employer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		29. Are you still disabled on account of this injury? <input type="checkbox"/> Yes <input type="checkbox"/> No		30. Have you worked during the period of disability? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
31. Have you received any wages since becoming disabled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if "Yes," give dates on reverse)		32. Has injury resulted in permanent disability, amputation or serious disfigurement? <input type="checkbox"/> Yes (Describe on reverse.) <input type="checkbox"/> No			
33. Name of employer (individual or firm name) ACADEMI		34. Nature of employer's business DEFENSE CONTRACTOR			
35. Address of employer (Number, street, city, state, ZIP code) 12018 SUNRISE VALLEY DR., RESTON VA 20191			36. If accident occurred outside the U.S., state whether you are a U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No		
37. I hereby make claim for compensation benefits, monetary and medical, under the Signature of claimant or person acting in his/her behalf DEFENSE BASE ACT WILLIAM TURLEY, ESQ.			38. Date of this claim (mm/dd/yyyy) 11/19/2015		

Section 31(a)(1) of the Longshore Act, 33 U.S.C. 931(a)(1) provides, as follows: Any claimant or representative of a claimant who knowingly and willfully makes a false statement or representation for the purpose of obtaining a benefit or payment under this Act shall be guilty of a felony, and on conviction thereof shall be punished by a fine not to exceed \$10,000, by imprisonment not to exceed five years, or by both.

U.S. Department of Labor
Office of Workers' Compensation Programs
Longshore and Harbor Workers' Compensation



This report is required to obtain or retain benefits and is authorized by law and regulation (33 U.S.C. 914(d), (e); 20 C.F.R. §702.251). Failure to report when controverting right to compensation can result in liability for 10 percent additional compensation.

OMB No. 1240-0042
Expires: 05/31/2018

Instructions: This form may be used by the employer/carrier to controvert the right to compensation. 33 U.S.C. 914(a) requires the employer to pay compensation promptly and without an award unless the right to such compensation is controverted by the filing of this form. Failure either to pay each installment of compensation, or controvert the right to such compensation, within fourteen days after it becomes due may result in liability for additional compensation equal to ten percent of each installment not paid when due (33 U.S.C. 914(d), (e)). If the right to compensation is controverted, this form should be submitted to the District Director through the OWCP/DLHWC Central Mail Receipt site or uploaded directly to the case file at: <https://seaportal.dol-esa.gov>, and the reasons for such controversy should be fully stated in item 12. A copy of the completed form must be mailed to the claimant and claimant's representative.

1. OWCP File No.
13-303636

2. Employer File No.

3. Carrier File No.
006150-000024-WC-01

4. Claimant's Name and Address

First Name M.I. Last Name
name: John Herbert
line 1: 5917 Big Horn view Stree line 2:
city: North Las Vegas state: NE zip: 89031
telephone: (323) 816-6184 country: United States

5. Employee's Name and Address if different from Claimant's

city: st: zip:
telephone: country: United States

6. Employer's Name, Address and Phone Number

Academi
12018 Sunrise Valley Dr.
city: Reston st: VA zip: 20191
telephone: country: United States

7. Carrier's Name, Address and Phone Number

Starr Indemnity/Gallagher Bassett Services
P. O. Box 21227
city: Tampa st: FL zip: 33622
telephone: (813) 262-0274 country: United States

8. Claim Filed or Injury Reported Under (check one)

LHWCA OCSLA ☒ DBA
DCWCA NFIA

9. Nature of Injury or Occupational Disease

Employee is remaining in the United States on the recommendation of his doctor, who feels that psychologically, he is not able to perform his duties in an austere environment.

10. Date of Injury (Month, Day, Year)
10/02/2015

11. Date of Employer's First Knowledge of Injury (Month, Day, Year)
10/20/2015

12. Right to compensation is controverted for the following reason(s):

ENTIRE CLAIM IS CONTRAVERTED

1. There is no evidence of a causally related accident or injury as defined by the ACT.
2. There is no medical to support a causally related injury, or compensable accident.
3. Carrier reserves the right to amend and raise any defenses discoverable.

As verified by the signature below, this form was mailed to the claimant and claimant's representative.

13. Authorized Signature

Teresa Martin

14. Print Name and Phone Number

Teresa Martin phone: (813) 261-2440

15. Title

Senior Resolution Manager

16. Date of this Notice (Month, Day, Year)

11/03/2015

**Explanation
to
Employee**

This is notice that the employer (or its insurance carrier) makes objection to your right to benefits under the workers' compensation Act indicated in item 8 of this form, for the injury or death identified in items 9 and 10. Item 12 gives the reasons for this objection. If you believe you are entitled to workers' compensation benefits under the LHWCA and its extensions, or disagree with the grounds stated, please inform your servicing district office, giving reasons for your belief. For further instructions, please see the reverse side of this form.



Defense Base Act (DBA) Benefits

RMB.001 (Rev.9)

This document UNCONTROLLED is in printed form

Date printed: 5/20/2015

Federal law requires all U. S. government contractors and subcontractors to secure workers' compensation insurance for their employees working overseas. Benefits include payment for disability, and/or payment for medical treatment.

DBA (Defense Base Act) is comparable to a worker's compensation policy. ACADEMI does not provide our Contractors with medical insurance or life insurance. DBA insurance is **ONLY** applicable for work related injuries and illnesses.

DBA is the injured Independent Contractors sole and exclusive remedy.

DBA provides **disability, medical, and death benefits to covered Independent Contractors injured or killed in the course of employment.**

Benefits under the DBA

Medical Benefits

If you suffer an injury at work, the DBA insurance company will pay for the medical treatment you need for you injury/illness, if it is reasonable and necessary. This includes the costs of doctors, hospitals, tests, medications, surgery or other medical supplies that are needed because of the injury. You are entitled to reimbursement for costs of travel to receive medical treatment, including parking and mileage at the current rates.

You are entitled to medical treatment by a doctor of your choice. **You get to make this choice once.** After that, if you wish to be treated by a different doctor, you must get authorization from the insurance company to change doctors.

Disability from Work

If you suffered an injury at work, the DBA insurance company pays compensation for the time you lose from work, according to certain rules. If you **only** miss 3 days or less from work, you are not entitled to compensation for lost time. If you are disabled for **more** than 3 days from work, you are entitled to be paid compensation for your period of disability, **except** for the first 3 days, (unless you are disabled for more than two weeks, which you will then be paid also for the first 3 days.)

Wage compensation is **ONLY** applicable for IC's that have written documentation from a doctor stating they are unable to perform their job duties due to their work related injury or illness.



Defense Base Act (DBA) Benefits

- If an IC returns home on R&R or end of contract and not due to injury, wage compensation will **NOT** be paid until a doctor provides documentation stating that IC cannot perform job duties due to their work related injury or illness.
- Wage Compensation begins from date of written documentation from doctor stating IC cannot perform job duties due to their work related injury or illness and ceases upon written documentation that the doctor releases IC to return to full duty.

Compensation is paid at the rate of 2/3 of your average weekly wage. Your compensation rate is based on your earnings for one year immediately prior to the injury. This is called the Average Weekly Wage.

To estimate your average weekly wage:

- Add up all of your earnings for the year prior to injury.
- Divide the total by 52 weeks- this is an estimate of your average weekly wage.
- Check the chart below to determine your correct compensation.

Injuries between October 1, 2011 to September 30, 2012

IF YOU'RE AVERAGE WEEKLY WAGE IS:

YOUR COMPENSATION RATE IS:

Less than \$306.17

Equal to your average weekly wage

Between \$306.17 and \$459.26

\$323.80 per week

Between \$459.26 and \$1,836.99

66 2/3% of your average weekly wage
(Multiply average weekly wage by 2 then divide by 3)

\$1,836.99 or more

\$1,295.20 per week

The **Maximum Weekly Compensation rate is \$1,295.20**. Therefore, most our IC's max out the weekly compensation rate and will be paid at the maximum rate of \$1,295.20 per week, paid bi-weekly, directly from the insurance company.



Defense Base Act (DBA) Benefits

Other Benefits

You are also entitled to compensation for the following:

1. Permanent impairment to certain parts of the body (arm, hand, leg, foot, etc.)
2. Permanent disability (back, neck, hip) that prevents you from earning your average weekly wage.
3. Serious disfigurement to your head, face or neck, or disfigurement to other normally exposed areas which may handicap you in obtaining or keeping a job.
4. Vocational rehabilitation services if you cannot return to your usual job.

The following is the usual procedure for the handling of a DBA claim:

1. Upon receipt of your claim, the risk management department will process and submit it to the insurance carrier.
2. The risk management department will receive a claim number and claim representative from the insurance company that will be forwarded via email to you.
3. If you return home and need to seek additional medical care, you will want to contact the risk management department and your claim representative at the insurance company.
 - a. Your claim representative will guide you on processing your medical care authorizations and wage compensation if deemed necessary.
 - b. Remember, you are entitled to choose your medical provider once. The insurance carrier cannot MANDATE you go to a doctor they refer. Only if you choose to change initial physicians, will you need authorization from the insurance carrier.
 - i. However, if you are in an area and are having difficulty finding a doctor, they can offer doctors in the area that you can choose, however, they cannot dictate your medical care.
 - c. Wage compensation will only be authorized and begin upon written authorization from a doctor stating you are unable to perform your job duties due to the work related injury or illness and continue until released to full duty by doctor.
 - i. It is very important to have your doctor note on your medical documentation that the injury or illness was WORK RELATED.



Item 40
Defense Base Act (DBA) Benefits

4. After the claim is submitted to the insurance company, the risk management department will become the liaison between you and the insurance company. Most of your communication will be with your insurance company claim representative.

If you have any questions, please do not hesitate to contact the Risk Management Department.

Risk Management Department Contact Information

Claims Administrator	252-435-1734
Risk Management	252-435-2031

Signature: John Keith Hebert
John Keith Hebert (Jun 5, 2015)

Email: jkhxyz@yahoo.com



Defense Base Act (DBA) Benefits

Defense Base Act Training Acknowledgement

JK
jh

I acknowledge that I have received, read, and understand the training I have received today. I understand that under the Longshore Act, 33U.S.C. 931 931 (A)(1), Provides as Follows: Any claimant or representative of a claimant who knowingly and willfully makes a false statement or representation for the purpose of obtaining a benefit or payment under this Act shall be guilty of a felony, and on conviction thereof, shall be punished by a fine (not to exceed \$10,000), by imprisonment (not to exceed 5 years) or by both.

JK
jh

I understand that my signature acknowledges that I am aware that it is a crime to provide false or misleading information to the Department of Labor and my employer's insurers. I acknowledge and understand that my employer will initiate disciplinary action, including possible termination, and will seek restitution for all costs associated with the fraudulent claim, including evacuation, medical evaluations, and any treatment and / or legal services obtained.

Employee's Name (Please Print) John Keith Hebert

Date Signed Jun 5, 2015

Employee's Signature *John Keith Hebert*
John Keith Hebert (Jun 5, 2015)

Date of DBA Training Jun 5, 2015

Item 43

JACQUELINE B. PANISH, Ph.D.
Licensed Clinical Psychologist
2965 S. Jones Boulevard, Suite B
Las Vegas, NV 89146
(702) 396-9000

January 28, 2016

To whom this may concern:

Mr. John K. Hebert came to see me one time on January 22, 2016. I recommended treatment modalities other than what I provide. As a result I will not be treating Mr. John K. Hebert.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jacqueline B. Panish, Ph.D.", written over a horizontal line.

Jacqueline B. Panish, Ph.D.

Healing Minds Behavioral Health Services
3670 N. Rancho Drive #105, Las Vegas, NV 89130
Office: (702) 432-6463

Date: 5/12/16

Re: John Hebert

* John is a client here at Healing Minds Behavioral Health Services and has been receiving services since **January 27, 2016.**

Mr. Hebert is currently being treated for **Adjustment Disorder with Mixed Anxiety and Depressed Mood and Posttraumatic Stress Disorder.**

Mr. Hebert is in treatment on a **weekly basis** and has been coming to therapy for the **three months and two weeks.**

Mr. Hebert is learning how to deal with his anxiety, betrayal, frustration and anger issues and is learning coping techniques and interventions to help in identifying his triggers and not readily become reactive to a situation or problems.

Clinical summary of assessment findings and identification of current patient:

Client is a 43 year old Caucasian male. Client reports symptoms of anxiety, depression and PTSD. Client reports that he served 2 years in the military as a marine. Client states that he was release after having a major foot injury that prevented him from continuing his duties as an officer. Client reports that he worked and contracted with a security company as part of the government for 10 years as a private security contractor and became a whistle blower. Client reports that his last assignment was in Afghanistan where he witnessed a bomb explosion that killed several people. Client reports that since that casualty, he was being harassed by that agency for up to 2 years; loss his driving privilege, demoted twice and eventually losing his job. Client states that he felt betrayed has lack of trust, angry, upset and embarrass in what happened to him

Client also states that he is under enormous amount of stress, anxiety, is socially withdrawn, paranoid on a daily basis while living on the edge and only leaves the house to go to the gym or the grocery store. Client reports that his sleeping is interrupted with only 3 hours of sleep daily and is barely eating. Client is now on medication to help him to deal and cope with both

Page II


his anxiety and depressive symptoms and his ability to sleep. Client reports that all he wants is to have his rights and privileges for his benefits restored by the government soon so that he can move on with his life.

Description: In a recent therapy session, the client and therapist role played some emotional and feeling cards on sharing his thoughts, feelings and emotions on each card that he chose and how much time did he focused on each of them during the therapy session. Client started with betrayal and discussed how being betrayed by both the government and the agency was hurtful toward him and he takes it personally because he feels that his rights were violated and betrayed. Client states that he spends hours daily thinking about how he was betrayed by both the government and the agency he worked for. Client next chose the card on paranoia. Client shared how he becomes paranoid in his daily life and whenever he interacts or come in contact with other people, he is uncomfortable and not at ease. Client states that he experiences this especially when he is out in the community. Client chose the card on anger. Client shared that he becomes angry and frustrated every time he thinks about what happened to him by the government and the agency he worked for. Client states that there are triggers associated with the anger.

Assessment: Therapist observed that the client was upset and angry just by thinking about what happened to him and how it continues to make his life more difficult to governed and managed on a daily basis. Client struggles with the triggers of hearing plane flying over his head and the noise from the garbage truck early in the morning. Therapist reminded the client to discuss increasing the milligrams on the medication with his doctor and, also, to continue using coping techniques and think about leaving the house some mornings to avoid hearing the plane or the garbage truck during the morning time.

Plan: Client will continue to journal his anxiety and stress levels on a daily and bring to therapy to discuss. Also, continue to use coping techniques and get out of the house more especially in the morning.


Signature of Therapist, License #CI10147


Date



Hebert, John

42 Y old Male, DOB: 04/21/1973

Account Number: 25469

5917 BIG HORN VIEW ST, NORTH LAS VEGAS, NV-89031-6806

Home: 323-816-6184

Guarantor: Hebert, John Insurance: Self Pay

Appointment Facility: Linden & Associates PC LV

DAVID E LINDEN, MD

03/10/2016

Current Medications

None

Past Medical History

No Medical History.

Surgical History

No Surgical History documented.

Family History

Father: deceased 60 yrs
Mother: deceased 67 yrs
3 brother(s), 2 sister(s) - healthy.

Social History

Miscellaneous:

Caffeine: 1-2 cups per day.

Alcohol use: denies.

Smoking: denies.

Drug use: denies.

Exercise: Patient exercises 4x per week.

Legal history: none.

The patient was born and reared in Erath Louisiana and reports living there until the age of 18 when he reports enlisting into the Marine Corps. He reports doing little under a year in the Marine Corps and reports buying a house in Las Vegas NV in 2013 and has resided here since.

Allergies

N.K.D.A.

Hospitalization/Major

Diagnostic Procedure

No Hospitalization History.

Review of Systems

MBS ROS:

GENERAL: Denies weight change.
Denies fatigue. Denies weakness.
Denies fever. Denies chills. Denies night sweats. HEENT: Denies headache.
Denies trauma. Denies visual changes.
Denies hearing loss. Denies tinnitus.
Denies vertigo. Denies sinus congestion.
Denies bleeding gums. Denies sore throat.

Reason for Appointment

1. Stress from work.. I am emotional..problems sleeping..

History of Present Illness

Diagnostic Information:

This is the first office visit for this 42-year-old Caucasian male who relates that he was in a relatively normal state of good health until August 7th of 2015 when he reports experiencing some issues at work. He reports for the past 10 years he has been working for an independent contracting security company overseas and they started harrasing him at work. He reports being demoted, driving privileges suspended and other issues. He reports in October of 2015 he returned to the United States and has started an investigation on the company due to them causing him extreme ammounts of psychological stress. He reports sleeping 4 hours per night along with a sporadic appetite. He reports racing thoughts, memory loss, increased heart rate, shortness of breath and fatigue.

He further reports since then having depression; he stated, "It's situational..sometimes its for a few days..others it's for weeks.." He reports when he thinks about job related thingsor anything triggers that he will become depressed with decreased mood, loss of interest in activities, low energy, hopelessness, sadness and fatigue. He stated, "On a daily basis I am emotional.. I am sad..I cry easy..I'm happy..angry.." He reports these issues have caused him to experience relationship issues. He reports not being on any medication except for baby aspirin.

He is here today to receive psychiatric treatment.

A:KM.

Vital Signs

HR 63 /min, BP 173/95 mm Hg, Ht 71 in, Wt 225 lbs, BMI 31.38 Index,
Ht-cm 180.34 cm, Wt-kg 102.06 kg.

Examination

MENTAL STATUS EXAM:

Reveals a 42-year-old African American male approximately 5' 11" tall weighing 225 lbs with black hair, brown eyes dressed in casual attire. The patient was fairly pleasant and cooperative. Eye contact was 100%. Motor activity appeared to be generally within normal limits. Thought process was brief and goal-directed. Speech is articulate. The patient was conscious, alert, and oriented to person, place, and time but not situation. Memory appeared to be globally intact in all three

RESPIRATORY: Denies shortness of breath. Denies wheeze. Denies cough. Denies sputum. Denies hemoptysis. CARDIOVASCULAR: Denies hypertension. Denies murmurs. Denies angina. Denies palpitations. Denies dyspnea. GASTROINTESTINAL: Denies nausea. Denies vomiting. Denies indigestion. MUSCULOSKELETAL: Denies pain. INTEGUMENTARY: Denies skin irritation. Denies blemishes. Denies redness of skin. NEUROLOGICAL: Denies numbness. Denies seizures. Denies loss of consciousness. ENDOCRINE: Denies polydipsia. Denies heat intolerance. Denies cold intolerance. PSYCHIATRIC: Denies depression. Denies anxiety. Denies hallucinations. Denies paranoia. Denies suspiciousness. Denies poverty of thought. GENITOURINARY: Denies frequency. Denies hesitancy. Denies urgency.

spheres. Patient has no difficulty inputting 3 items and could recall 3 of the 3 after a five minute period of time. The patient was aware of who the current president was as well as 2 recent past presidents/what he did for his last birthday. The patient was able to recite the months of the year backwards accurately and could complete serial 3's accurately to 5 digits. Mood was euthymic. Affect was appropriate. No auditory or visual hallucinations were noted. No quasi-delusional thinking was noted. No suicidality or homicidality was evident. Insight and judgement was average. Sleeping pattern is good for the client will take less than 5 minutes to initiate sleep and generally receives a total of 8 hours of uninterrupted sleep nightly. Appetite is sporadic, weight is stable. Libido is diminished.

PHYSICAL EXAM LIMITED, BRIEF:

GENERAL: Fairly well developed, well nourished 42-year-old white male who appears to be in no acute distress.

VITAL SIGNS: Stable. BMI 31.38 (obesity class 2/normal).

LUNGS: Clear to auscultation.

HEART: Regular rate and rhythm without gallop, murmur, or rub.

Assessments

1. GAD (generalized anxiety disorder) - F41.1
2. Situational depression - F43.21

Treatment

1. GAD (generalized anxiety disorder)

Start Brintellix Tablet, 10 MG, 1 tablet, Orally, Once a day, 30 day(s), 30

Start Hydroxyzine HCl Tablet, 25 MG, 1 tablet as needed, Orally, every 8 hrs, 30 day(s), 90

Notes: pt has been seeing a private psych
pt was given samples of brintellix
pt will f/u.

2. Others

LAB: Drug Screen Urinalysis

Labs

Lab: Drug Screen Urinalysis

Amphetamines Screen, Urine	neg
Barbiturates Screen, Urine	neg
Benzodiazepines Screen, Urine	neg
Buprenorphine Screen, Urine	neg
Cannabis Screen, Urine	POS
Cocaine Screen, Urine	neg
Methadone Screen, Urine	neg
Methamphetamine Screen, Urine	neg
MDMA Screen, Urine	neg
Opiates Screen, Urine	neg
Oxycodone Screen, Urine	neg
RCP Screen, Urine	neg
Tricyclic Antidepressant	neg
Drug Screen Temperature:	temp:92

Item 45

Mitchell, Aracely 3/10/2016 12:43:06 PM >

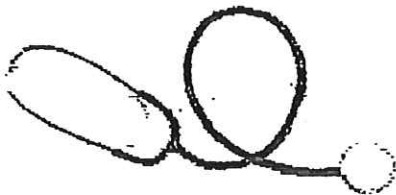
Electronically signed by DAVID LINDEN, MD on 05/09/2016
at 03:47 PM PDT.

Sign off status: Pending

Linden & Associates PC LV
2725 S JONES BLVD
LAS VEGAS, NV 891465605
Tel: 702-384-2238
Fax: 702-384-2279

Patient: Hebert, John DOB: 04/21/1973 Progress Note: DAVID E LINDEN, MD 03/10/2016

Note generated by eClinicalWorks EMR/PM Software (www.eClinicalWorks.com)



Hebert, John

42 Y old Male, DOB: 04/21/1973

Account Number: 25469

5917 BIG HORN VIEW ST, NORTH LAS VEGAS, NV-89031-6806

Home: 323-816-6184

Guarantor: Hebert, John Insurance: Self Pay

Appointment Facility: Linden & Associates PC LV

04/08/2016

Progress Note: DAVID E LINDEN, MD

Current Medications

Taking

- Brintellix 20 MG Tablet 1 tablet Once a day
- HydroXYzine HCl 50 MG Tablet 1 tablet as needed every 8 hrs

Review of Systems

MRS ROS:

GENERAL: Denies weight change. Denies fatigue. Denies weakness. Denies fever. Denies chills. Denies night sweats. HEENT: Denies headache. Denies trauma. Denies visual changes. Denies hearing loss. Denies tinnitus. Denies vertigo. Denies sinus congestion. Denies bleeding gums. Denies sore throat. RESPIRATORY: Denies shortness of breath. Denies wheeze. Denies cough. Denies sputum. Denies hemoptysis. CARDIOVASCULAR: Denies hypertension. Denies murmurs. Denies angina. Denies palpitations. Denies dyspnea. GASTROINTESTINAL: Denies nausea. Denies vomiting. Denies indigestion. MUSCULOSKELETAL: Denies pain. INTEGUMENTARY: Denies skin irritation. Denies blemishes. Denies redness of skin. NEUROLOGICAL: Denies numbness. Denies seizures. Denies loss of consciousness. ENDOCRINE: Denies polydipsia. Denies heat intolerance. Denies cold intolerance. PSYCHIATRIC: Denies depression. Denies anxiety. Denies hallucinations. Denies paranoia. Denies suspiciousness. Denies poverty of thought. GENITOURINARY: Denies frequency. Denies hesitancy. Denies urgency.

Reason for Appointment

1. Anxiety is sporadic and depression has gotten worse..I'm sleeping better though

History of Present Illness

Diagnostic Information:

This 42-year-old Caucasian male presents anxious today for his scheduled appointment. He continues to report high levels of anxiety due to his upcoming deposition with the private security company. He reports he is representing himself and an attorney wants to charge him \$25,000. He continues to report for the last 7 months since he has been home he has been experiencing anxiety on a daily basis. He reports his sleep is better but during the day he will experience increased heart rate, shortness of breath, racing thoughts and fatigue. He reports agoraphobia on a daily basis. He stated, "I just stay at home..I don't go anywhere my anxiety will get high and I become emotional.." He reports he was working out 1-2x per day and it has decreased to 3x per week. He reports experiencing sweaty palms, giddiness, disorganized speech and heart palpitation. These symptoms will last anywhere from 5-30min. He reports sleeping 6-7hrs per night with waking up rested and reports his appetite is fluctuating.

He continues to report daily depression; he stated, "It's situational..it comes and goes..I will just cry out of nowhere.." He reports when he thinks about anything job related his depressed mood is triggered and he will become depressed quickly with decreased mood, loss of interest in activities, low energy, hopelessness, sadness and fatigue. He stated, "On a daily basis I am emotional..I am sad and it's gotten worse.." He reports these issues have caused him to experience relationship issues. He reports no adverse side effects to the medications and is taking them daily as prescribed.

R:KM.

Vital Signs

HR 70 /min, BP 140/98 mm Hg, Ht 71 in, Wt 225 lbs, BMI 31.38 Index, Ht-cm 180.34 cm, Wt-kg 102.06 kg.

Examination

PSYCHIATRIC:

Speech: normal rate. Eye contact: fair. Motor activity: generally within normal limits. Thought process: logical. Thought content: no SI/HI or psychotic symptoms. Associations: intact. Orientation: x 4.

Mood: Anxious/excited. Affect: anxious. Attention and concentration: good. Insight and judgment: good. Somatic functions: relatively unstable with sleep initiation taking 30min and the client experiencing 3 intermediate awakenings achieving 5 to 6 hours of sleep per night. Appetite is poor. Weight is increasing. Libido is diminished.

Assessments

1. GAD (generalized anxiety disorder) - F41.1 (Primary)
2. Panic disorder with agoraphobia - F40.01
3. Situational depression - F43.21

Treatment

1. Others

Increase Brintellix Tablet, 20 MG, 1 tablet, Orally, Once a day, Notes: 2 weeks samples

Increase Hydroxyzine HCl Tablet, 50 MG, 1 tablet as needed, Orally, every 8 hrs, 30 days, 90, Refills 0

LAB: Drug Screen Urinalysis

- Clinical Notes: 1. Samples of Brintellix 20 mg given.
2. Increase Hydroxyzine 50 mg PO Q8 prn for anxiety.
3. Continue with psychotherapy with Mike Waller.

Labs

Lab: Drug Screen Urinalysis

Amphetamines Screen, Urine	neg
Barbiturates Screen, Urine	neg
Benzodiazepines Screen, Urine	neg
Buprenorphine Screen, Urine	neg
Cannabis Screen, Urine	pos
Cocaine Screen, Urine	neg
Methadone Screen, Urine	neg
Methamphetamine Screen, Urine	neg

Urine

MDMA Screen, Urine	neg
Opiates Screen, Urine	neg
Oxycodone Screen, Urine	neg
PCP Screen, Urine	neg
Tricyclic Antidepressant	neg

Drug Screen Temperature: temp:90

Malek, Robert 4/8/2016 8:38:36 AM >

Follow Up

2 Weeks

Electronically signed by DAVID LINDEN, MD on 05/09/2016 at 03:47 PM PDT

Sign off status: Pending

Item 45

Linden & Associates PC LV
2725 S JONES BLVD
LAS VEGAS, NV 891465605
Tel: 702-384-2238
Fax: 702-384-2279

Patient: Hebert, John DOB: 04/21/1973 Progress Note: DAVID E. LINDEN, MD 04/08/2016

Note generated by eClinicalWorks EMR/PM Software (www.eClinicalWorks.com)

Item 45

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Hebert, John

43 Y old Male, DOB: 04/21/1973

Account Number: 25469

5917 BIG HORN VIEW ST, NORTH LAS VEGAS, NV-89031-6806

Home: 323-816-6184

Guarantor: Hebert, John Insurance: Self Pay

Appointment Facility: Linden & Associates PC LV

04/22/2016

Progress Note: DAVID E LINDEN, MD

Current Medications**Taking**

- Brintellix 20 MG Tablet 1 tablet Once a day, Notes: 2 weeks samples
- HydrOXYzine HCl 50 MG Tablet 1 tablet as needed every 8 hrs

Allergies

N.K.D.A.

Review of Systems**MBS ROS:**

GENERAL :: Denies weight change. Denies fatigue. Denies weakness. Denies fever. Denies chills. Admits night sweats. **HEENT** :: Admits headache. Denies trauma. Denies visual changes. Denies hearing loss. Denies tinnitus. Denies vertigo. Denies sinus congestion. Denies bleeding gums. Denies sore throat.

RESPIRATORY :: Denies shortness of breath. Denies wheeze. Denies cough. Denies sputum. Denies hemoptysis.

CARDIOVASCULAR :: Denies hypertension. Denies murmurs. Denies angina. Denies palpitations. Denies dyspnea.

GASTROINTESTINAL :: Denies nausea. Denies vomiting. Denies indigestion.

MUSCULOSKELETAL :: Denies pain.

INTEGUMENTARY :: Denies skin irritation. Denies blemishes. Denies redness of skin.

NEUROLOGICAL :: Denies numbness. Denies seizures. Denies loss of consciousness. **ENDOCRINE** :: Denies polydipsia. Denies heat intolerance. Denies cold intolerance. **PSYCHIATRIC** :: Admits depression. Admits anxiety. Denies hallucinations. Denies paranoia. Admits suspiciousness. Denies poverty of thought. **GENITOURINARY** :: Denies frequency. Denies hesitancy. Denies urgency.

Reason for Appointment

1. The anxiety is better.. I'm calmer and it's helping me sleep..

History of Present Illness**Diagnostic Information:**

This 43-year-old Caucasian male presents well today for his scheduled appointment. He continues to report anxiety due to his upcoming deposition with the private security company but notes that the hydroxyzine has been effective in mitigating his symptoms. He states "Things raise my anxiety but it is manageable now." He reports experiencing increased heart rate, shortness of breath, racing thoughts and fatigue. He reports agoraphobia on a daily basis but notes an improvement. He stated, "It's the same. I do go out but not much.. I'm still scared." He reports he is doing cardio in his home 3 to 4 x per week, goes to the gym 2 to 3 x times and runs around the block on the weekends. He further reports going to the grocery store every couple of weeks. He admits but minimizes experiencing sweaty palms, giddiness, disorganized speech and heart palpitation. These symptoms may last anywhere from 5-30 min. He reports sleeping 6-7 hrs per night and wakes up rested. He also reports a good appetite on a daily basis. He denies any panic attacks since his last visit.

He continues to report occasional depression; he stated, "It will come and go in a day or it will come and go every couple of days.. I notice like a cycle up and down.." He reports when he thinks about anything job or lawsuit related he experiences a decreased mood, loss of interest in activities, low energy, hopelessness, sadness and fatigue but notes the medications have been helping to reduce the frequency. He reports no adverse side effects to the medications and is taking them daily as prescribed.

R:RR.

Vital Signs

HR 77 /min, BP 151/103 mm Hg, Ht 71 in, Ht-cm 180.34 cm.

Examination**PSYCHIATRIC:**

Speech: normal rate. Eye contact: fair. Motor activity: generally within normal limits. Thought process: logical. Thought content: no SI/II or psychotic symptoms. Associations: intact. Orientation: x 4- Mood: Anxious/excited. Affect: anxious. Attention and concentration: good. Insight and judgment: good. Somatic functions: relatively stable

Patient: Hebert, John DOB: 04/21/1973 Progress Note: DAVID E LINDEN, MD 04/22/2016

Note generated by eClinicalWorks EMR/PM Software (www.eClinicalWorks.com)

Assessments

- ### Treatment.

- LAB: Drug Screen Urinalysis**

5. Continue with same regimen.

Labs

Malek,Robert 4/22/2016 8:45:54 AM >

4 Weeks

Sign off status: Pending

<https://nytimes.com/2019/05/01/technology/google-ai-researchers-kill-robot.html>

Item 46

PHYSICIAN STATEMENT

To verify online please go to

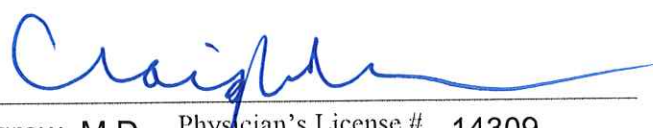
To verify by phone please call

drgreenrelief.safeaccessmd.com/verify

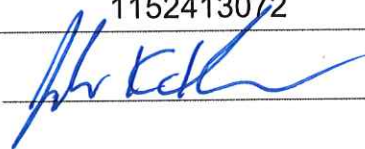
877-391-4372

This certifies that John Keith Hebert was evaluated in my office for a medical condition, which in my professional opinion, may benefit from the use of medical marijuana. I have discussed the potential risks and benefits of medical marijuana with the patient. I approve his/her use of marijuana as medicine. If my patient chooses to use marijuana as medicine, I will continue to monitor his/her medical condition and to provide advice on his/her progress at least annually. In addition, I have advised my patient to inform me of changes to his/her medical condition. I have informed my patient not to drive, operate heavy machinery or engage in any activity that requires alertness while using medical marijuana.

SIGNED


 Craig Weingrow, M.D. Physician's License # 14309
DATE OF STATEMENT 04-26-2016TIME PERIOD COVERED: EXPIRES 07-26-2016
☒ 3 MONTHS ☐ 6 MONTHS ☐ 12 MONTHS ☐ OTHER: _____
ORGANIZATION ID 143VERIFICATION ID 1152413072

PATIENT SIGNATURE



NOTE: This is not a formal prescription, but is a statement of my professional opinion. This opinion is rendered in accordance with my medical expertise. This recommendation is in no way to be interpreted as a prescription as defined under federal law. It is merely a recommendation made pursuant to relevant Nevada state law contained within NRS 453A all its subsections and all other laws and regulations

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director

STATE OF NEVADA



CODY L. PHINNEY, MPH
Administrator

LEON RAVIN, MD
Acting Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

Medical Marijuana Program
4150 Technology Way, Suite 106
Carson City, Nevada 89706
Telephone: (775) 687-7594 Fax: (775) 684-3213

5/2/2016

Dear John Hebert,

This letter will serve as official notification that your application has been accepted for the Nevada Medical Marijuana Registry. You may now go to one of the approved Department of Motor Vehicles (DMV) office locations on the attached list. No appointments are necessary, however, please contact the DMV location you wish to use to determine whether they have any local restrictions or specific hours in which they process registry identification card applications. Only the offices listed on the attached information sheet can issue registry identification cards. **THIS LETTER WILL SERVE AS YOUR REGISTRY IDENTIFICATION CARD FOR A PERIOD OF NO MORE THAN 60 DAYS AFTER THE DATE LISTED ABOVE. YOU MAY USE THIS LETTER TO PURCHASE MEDICAL MARIJUANA DURING THIS 60 DAY PERIOD, BUT AFTER THE 60 DAY PERIOD HAS ELAPSED, AN ACTUAL CARD ISSUED BY THE DMV IS REQUIRED TO PURCHASE FROM A DISPENSARY.**

Pursuant to NRS 453A.225 the Division of Public and Behavioral Health will immediately revoke any registration of any applicant, or his/her designated caregiver, if applicable, who has been convicted of knowingly or intentionally selling a controlled substance. Therefore, upon review of your criminal history if there is a conviction for such an offense, we will take action to revoke your registration. Your card will be valid until the expiration date noted below. You may renew your registration online prior to its expiration date by submitting a renewal application that can be found at: http://dpbh.nv.gov/Reg/MM-Patient-Cardholder-Registry/MM_Patient_Cardholder_Registry_-_Home/. If you do not wish to renew, please return the card to the Medical Marijuana Registry within 7 days of the date of expiration.

Please verify that your name and address above, and the information below are correct. Please notify the Medical Marijuana Registry immediately at (775) 687-7594 if any of the information is incorrect. If at any time during the year you have changes to any of this information, if you change your physician, if you change your caregiver (or get one), if your physician changes the diagnosis of your illness, or you have a change of name, address, etc. please notify the Medical Marijuana Registry in writing within 7 days with the updated information. You must also notify the Medical Marijuana Registry within 7 days if you have a change of status with regard to criminal convictions.

Sincerely,

Chad W. Westom

Chad W Westom
Bureau Chief

CardHolder Information

DPBH Assigned #	P708005364	Height	71
Birth Date	03/21/1973	Weight	225
Application Date	05/02/2016	Hair Color	BLACK
Expiration Date	05/01/2017	Eye Color	BRO
		Gender	M

CardHolder

JOHN KEITH HEBERT
5917 BIG HORN VIEW ST
NORTH LAS VEGAS NV 890316806



U.S. Department of Labor
Office of Workers' Compensation Programs



Please answer the questions below concerning your patient (named above) for whom the Office of Workers' Compensation Programs (OWCP) has accepted the following conditions as caused or aggravated by work:

NO

License # CF 10147

Item 48

Client is under enormous amount of stress, anxiety, is socially withdrawn, paranoid on a daily basis while living on the edge and only leaves the house to go to the gym or the grocery store. Client reports that his sleeping is interrupted with only 3 hours of sleep daily and is barely eating. Client is now on medication to help him to deal and cope with both his anxiety and depressive symptoms and his ability to sleep. Therapist observed that the client becomes upset and angry just by thinking about what happened to him at his previous job and how it continues to make his life more difficult to governed and managed on a daily basis. Client struggles with the triggers of hearing plane flying over his head and the noise from the garbage truck early in the morning and the react with panic attacks of increase heart beat, palm sweating, mind racing and lack of being focus when even hearing the buzzer on the dryer go off.

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United States Senate

SELECT COMMITTEE ON INTELLIGENCE

WASHINGTON, DC 20510-6475

May 13, 2016

The Honorable John Brennan
Director
Central Intelligence Agency
Washington, D.C. 20505

Dear Director Brennan:

As you may be aware, the office of the CIA Inspector General has misplaced and/or accidentally destroyed its electronic copy and disk of the Senate Select Committee on Intelligence's full 6,700-page classified Study of the CIA Detention and Interrogation Program. I write to request that as Director of the CIA, you provide a new copy of the Study to the office of the CIA IG immediately.

Your prompt response will allay my concern that this was more than an "accident." The CIA IG should have a copy of the full Study because the report includes extensive information directly related to the IG's ongoing oversight of the CIA.

Furthermore, on February 5, 2015, as part of ongoing FOIA litigation, the Department of Justice declared to a federal judge that "it can assure the Court that it will preserve the status quo regarding the Full Report absent either leave of court or resolution of this litigation in the government's favor." Therefore, providing the CIA IG with a copy of the full report immediately will also ensure that DOJ lawyers can inform federal judges that the status quo was adhered to and has been restored.

I believe that it is important to remedy this situation immediately. Thank you very much for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dianne Feinstein". The signature is fluid and cursive, with the first name "Dianne" being more prominent than the last name "Feinstein".

Dianne Feinstein
Vice Chairman

cc: The Honorable Loretta Lynch, Attorney General
The Honorable Jim Clapper, Director of National Intelligence
Mr. Christopher R. Sharpley, Acting CIA Inspector General



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June 3, 2016

136 pages
\$528

John K. Hebert
5917 Big Horn View Street
North Las Vegas, NV 89031

Tue
10am

RE: Transcript of John K. Hebert
Taken on 5/16/2016
John Hebert v. Academi, et al.

Dear Mr. Hebert:

Your transcript taken in the above-referenced matter has been produced and is ready for your review.

Please call (702) 476-4500 to schedule a convenient time to review your transcript. Your transcript may not be available unless you call to schedule an appointment at least 24 hours prior to your arriving at our offices. Also, please remember to bring photo identification with you on the date of your appointment.

You have 30 days from the date of this letter within which to review and sign your transcript. After 30 days the original transcript will be forwarded to the noticing attorney to remain in his or her care and custody in a sealed condition.

If you have any questions, please feel free to contact us.

Very truly yours,

Oasis Reporting Services, LLC

Production Department

Our Job No. 16694

cc: Robert N. Popich
Crystal Bagheri